

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER \_\_\_\_\_ PAGE 1 OF \_\_\_\_\_

2. CONTRACT NO. \_\_\_\_\_ 3. AWARD/EFFECTIVE DATE \_\_\_\_\_ 4. ORDER NUMBER \_\_\_\_\_ 5. SOLICITATION NUMBER \_\_\_\_\_ 6. SOLICITATION ISSUE DATE \_\_\_\_\_

7. FOR SOLICITATION INFORMATION CALL:  a. NAME \_\_\_\_\_ b. TELEPHONE NUMBER (No collect calls) \_\_\_\_\_ 8. OFFER DUE DATE/ LOCAL TIME \_\_\_\_\_

9. ISSUED BY \_\_\_\_\_ CODE \_\_\_\_\_ 10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 NAICS: \_\_\_\_\_  
 SIZE STANDARD: \_\_\_\_\_  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS \_\_\_\_\_  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING \_\_\_\_\_  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO \_\_\_\_\_ CODE \_\_\_\_\_ 16. ADMINISTERED BY \_\_\_\_\_ CODE \_\_\_\_\_

17a. CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_ 18a. PAYMENT WILL BE MADE BY \_\_\_\_\_ CODE \_\_\_\_\_  
 TELEPHONE NO. \_\_\_\_\_

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA \_\_\_\_\_ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \_\_\_\_\_

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ 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  
 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR \_\_\_\_\_ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) \_\_\_\_\_

30b. NAME AND TITLE OF SIGNER (Type or print) \_\_\_\_\_ 30c. DATE SIGNED \_\_\_\_\_ 31b. NAME OF CONTRACTING OFFICER (Type or print) \_\_\_\_\_ 31c. DATE SIGNED \_\_\_\_\_

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
PARTIAL	FINAL			

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

## **SECTION B – SERVICES AND PRICES**

### **B.1 SCOPE OF SERVICES**

The Contractor shall provide all personnel, supplies, and equipment necessary to perform facilities maintenance services at International Broadcasting Bureau (IBB) Transmitting Station, Iranawila, Chilaw, Sri Lanka, as described in Section D, PERFORMANCE WORK STATEMENT, of this contract and Exhibits attached in Section D.

### **B.2 TYPE OF CONTRACT**

This is a combination type contract with firm fixed-prices for scheduled maintenance services as defined in Section D and indefinite delivery/indefinite quantity (IDIQ) for Temporary Additional Services of like kind. The firm fixed-price will include all work, including furnishing all labor, materials, equipment and services, overhead and profit, unless otherwise specified.

Individual task orders for unscheduled or emergency services will be issued using the fixed hourly rates identified below. The fixed hourly rates shall include wages, overhead, general and administrative expenses, and profit. Oral orders may be placed by the Contracting Officer's Technical Representative (COTR) for emergency services, however, they shall be confirmed in writing within 24 hours of the oral instructions.

### **B.3 PRICES/COSTS**

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

**B.4 BASE PERIOD PRICES**

(a) Standard Services – The fixed price for the first year of the contract (per the date stated in the Notice to Proceed and continuing for a period of 12 months) is:

<u>Category (Section)</u>	<u>Service Rate</u>		<u>Months</u>		<u>Total</u>
(1) Gardening (D.4)	Rs. _____	x	12	=	Rs. _____
(2) Janitorial (D.5)	Rs. _____	x	12	=	Rs. _____
(3) Skilled / Unskilled Labor (D.6)	Rs. _____	x	12	=	Rs. _____
(4) Driver Services (D.7)	Rs. _____	x	12	=	Rs. _____

**Annual Requirement:** Rs. \_\_\_\_\_

(b) Temporary Additional Services (Section D.8)

<u>Labor Category</u>	<u>Service Rate</u>		<u>Hours *</u>		<u>Total *</u>
B&G Supervisor	Rs. _____	x	10	=	Rs. _____
Assistant Supervisors	Rs. _____	x	10	=	Rs. _____
Administrative Helpers	Rs. _____	x	10	=	Rs. _____
A/C Technician	Rs. _____	x	10	=	Rs. _____
Carpenter	Rs. _____	x	10	=	Rs. _____
Equipment Operator	Rs. _____	x	10	=	Rs. _____
Gardener	Rs. _____	x	10	=	Rs. _____
High Voltage Electrician	Rs. _____	x	40	=	Rs. _____
Janitors	Rs. _____	x	10	=	Rs. _____
Laborers	Rs. _____	x	150	=	Rs. _____
Low Voltage Electrician	Rs. _____	x	20	=	Rs. _____
Machinist/Welder	Rs. _____	x	10	=	Rs. _____
Mason	Rs. _____	x	40	=	Rs. _____
Motor Mechanic	Rs. _____	x	10	=	Rs. _____
Painters	Rs. _____	x	20	=	Rs. _____
Plumber	Rs. _____	x	10	=	Rs. _____
Vehicle Operator	Rs. _____	x	150	=	Rs. _____

**Estimated Annual Requirement\*:** Rs. \_\_\_\_\_

(c) Materials or Equipment (Section D.8 (b)) – The Government will reimburse the Contractor for any materials or equipment that the Government orders 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 charge added. Material/Equipment orders are not to exceed the Rupee equivalent of \$500 per order, with an annual cap of \$1,000 per year (approximately Rs. 110,000\*).

(d) TOTAL for BASE YEAR not to exceed: \_\_\_\_\_ (a + b + c)\*

**B.5 FIRST OPTION YEAR PRICES (12 month term)**

- (a) Standard Services – The fixed price for the first option year of the contract (per the term specified in the applicable Contract Modification) is:

<u>Category (Section)</u>	<u>Service Rate</u>		<u>Months</u>		<u>Total</u>
(1) Gardening (D.4)	Rs. _____	x	12	=	Rs. _____
(2) Janitorial (D.5)	Rs. _____	x	12	=	Rs. _____
(3) Skilled / Unskilled Labor (D.6)	Rs. _____	x	12	=	Rs. _____
(4) Driver Services (D.7)	Rs. _____	x	12	=	Rs. _____

**Annual Requirement:** **Rs.** \_\_\_\_\_

- (b) Temporary Additional Services (Section D.8)

<u>Labor Category</u>	<u>Service Rate</u>		<u>Hours *</u>		<u>Total *</u>
B&G Supervisor	Rs. _____	x	10	=	Rs. _____
Assistant Supervisors	Rs. _____	x	10	=	Rs. _____
Administrative Helpers	Rs. _____	x	10	=	Rs. _____
A/C Technician	Rs. _____	x	10	=	Rs. _____
Carpenter	Rs. _____	x	10	=	Rs. _____
Equipment Operator	Rs. _____	x	10	=	Rs. _____
Gardener	Rs. _____	x	10	=	Rs. _____
High Voltage Electrician	Rs. _____	x	40	=	Rs. _____
Janitors	Rs. _____	x	10	=	Rs. _____
Laborers	Rs. _____	x	150	=	Rs. _____
Low Voltage Electrician	Rs. _____	x	20	=	Rs. _____
Machinist/Welder	Rs. _____	x	10	=	Rs. _____
Mason	Rs. _____	x	40	=	Rs. _____
Motor Mechanic	Rs. _____	x	10	=	Rs. _____
Painters	Rs. _____	x	20	=	Rs. _____
Plumber	Rs. _____	x	10	=	Rs. _____
Vehicle Operator	Rs. _____	x	150	=	Rs. _____

**Estimated Annual Requirement\*:** **Rs.** \_\_\_\_\_

- (c) Materials or Equipment (Section D.8 (b)) – The Government will reimburse the Contractor for any materials or equipment that the Government orders 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 charge added. Material/Equipment orders are not to exceed the Rupee equivalent of \$500 per order, with an annual cap of \$1,000 per year (approximately Rs. 110,000\*).

- (d) TOTAL for the FIRST OPTION YEAR not to exceed: \_\_\_\_\_ (a + b + c)\*

**B.6 SECOND OPTION YEAR PRICES (12 month term)**

(a) Standard Services – The fixed price for the second option year of the contract (per the term specified in the applicable Contract Modification) is:

<b><u>Category (Section)</u></b>	<b><u>Service Rate</u></b>	<b><u>Months</u></b>	<b><u>Total</u></b>
(1) Gardening (D.4)	Rs. _____	x 12 =	Rs. _____
(2) Janitorial (D.5)	Rs. _____	x 12 =	Rs. _____
(3) Skilled / Unskilled Labor (D.6)	Rs. _____	x 12 =	Rs. _____
(4) Driver Services (D.7)	Rs. _____	x 12 =	Rs. _____

**Annual Requirement:** **Rs.** \_\_\_\_\_

(b) Temporary Additional Services (Section D.8)

<b><u>Labor Category</u></b>	<b><u>Service Rate</u></b>	<b><u>Hours *</u></b>	<b><u>Total *</u></b>
B&G Supervisor	Rs. _____	x 10 =	Rs. _____
Assistant Supervisors	Rs. _____	x 10 =	Rs. _____
Administrative Helpers	Rs. _____	x 10 =	Rs. _____
A/C Technician	Rs. _____	x 10 =	Rs. _____
Carpenter	Rs. _____	x 10 =	Rs. _____
Equipment Operator	Rs. _____	x 10 =	Rs. _____
Gardener	Rs. _____	x 10 =	Rs. _____
High Voltage Electrician	Rs. _____	x 40 =	Rs. _____
Janitors	Rs. _____	x 10 =	Rs. _____
Laborers	Rs. _____	x 150 =	Rs. _____
Low Voltage Electrician	Rs. _____	x 20 =	Rs. _____
Machinist/Welder	Rs. _____	x 10 =	Rs. _____
Mason	Rs. _____	x 40 =	Rs. _____
Motor Mechanic	Rs. _____	x 10 =	Rs. _____
Painters	Rs. _____	x 20 =	Rs. _____
Plumber	Rs. _____	x 10 =	Rs. _____
Vehicle Operator	Rs. _____	x 150 =	Rs. _____

**Estimated Annual Requirement\*:** **Rs.** \_\_\_\_\_

(c) Materials or Equipment (Section D.8 (b)) – The Government will reimburse the Contractor for any materials or equipment that the Government orders 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 charge added. Material/Equipment orders are not to exceed the Rupee equivalent of \$500 per order, with an annual cap of \$1,000 per year (approximately Rs. 110,000\*).

(d) TOTAL for the SECOND OPTION YEAR not to exceed: \_\_\_\_\_ (a + b + c)\*

**B.7 THIRD OPTION YEAR (12 month term)**

(a) Standard Services – The fixed price for the third option year of the contract (per the term specified in the applicable Contract Modification) is:

<b><u>Category (Section)</u></b>	<b><u>Service Rate</u></b>	<b><u>Months</u></b>	<b><u>Total</u></b>
(1) Gardening (D.4)	Rs. _____	x 12 =	Rs. _____
(2) Janitorial (D.5)	Rs. _____	x 12 =	Rs. _____
(3) Skilled / Unskilled Labor (D.6)	Rs. _____	x 12 =	Rs. _____
(4) Driver Services (D.7)	Rs. _____	x 12 =	Rs. _____

**Annual Requirement:** **Rs.** \_\_\_\_\_

(b) Temporary Additional Services (Section D.8)

<b><u>Labor Category</u></b>	<b><u>Service Rate</u></b>	<b><u>Hours *</u></b>	<b><u>Total *</u></b>
B&G Supervisor	Rs. _____	x 10 =	Rs. _____
Assistant Supervisors	Rs. _____	x 10 =	Rs. _____
Administrative Helpers	Rs. _____	x 10 =	Rs. _____
A/C Technician	Rs. _____	x 10 =	Rs. _____
Carpenter	Rs. _____	x 10 =	Rs. _____
Equipment Operator	Rs. _____	x 10 =	Rs. _____
Gardener	Rs. _____	x 10 =	Rs. _____
High Voltage Electrician	Rs. _____	x 40 =	Rs. _____
Janitors	Rs. _____	x 10 =	Rs. _____
Laborers	Rs. _____	x 150 =	Rs. _____
Low Voltage Electrician	Rs. _____	x 20 =	Rs. _____
Machinist/Welder	Rs. _____	x 10 =	Rs. _____
Mason	Rs. _____	x 40 =	Rs. _____
Motor Mechanic	Rs. _____	x 10 =	Rs. _____
Painters	Rs. _____	x 20 =	Rs. _____
Plumber	Rs. _____	x 10 =	Rs. _____
Vehicle Operator	Rs. _____	x 150 =	Rs. _____

**Estimated Annual Requirement\*:** **Rs.** \_\_\_\_\_

(c) Materials or Equipment (Section D.8(b)) – The Government will reimburse the Contractor for any materials or equipment that the Government orders 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 charge added. Material/Equipment orders are not to exceed the Rupee equivalent of \$500 per order, with an annual cap of \$1,000 per year (approximately Rs. 110,000\*).

(d) TOTAL for the THIRD OPTION YEAR not to exceed: \_\_\_\_\_ (a + b + c)\*

**B.8 FOURTH OPTION YEAR (12 month term)**

(a) Standard Services – The fixed price for the fourth option year of the contract (per the term specified in the applicable Contract Modification) is:

<u>Category (Section)</u>	<u>Service Rate</u>	<u>Months</u>	<u>Total</u>
(1) Gardening (D.4)	Rs. _____	x 12 =	Rs. _____
(2) Janitorial (D.5)	Rs. _____	x 12 =	Rs. _____
(3) Skilled / Unskilled Labor (D.6)	Rs. _____	x 12 =	Rs. _____
(4) Driver Services (D.7)	Rs. _____	x 12 =	Rs. _____

**Annual Requirement:** Rs. \_\_\_\_\_

(b) Temporary Additional Services (Section D.8)

<u>Labor Category</u>	<u>Service Rate</u>	<u>Hours *</u>	<u>Total *</u>
B&G Supervisor	Rs. _____	x 10 =	Rs. _____
Assistant Supervisors	Rs. _____	x 10 =	Rs. _____
Administrative Helpers	Rs. _____	x 10 =	Rs. _____
A/C Technician	Rs. _____	x 10 =	Rs. _____
Carpenter	Rs. _____	x 10 =	Rs. _____
Equipment Operator	Rs. _____	x 10 =	Rs. _____
Gardener	Rs. _____	x 10 =	Rs. _____
High Voltage Electrician	Rs. _____	x 40 =	Rs. _____
Janitors	Rs. _____	x 10 =	Rs. _____
Laborers	Rs. _____	x 150 =	Rs. _____
Low Voltage Electrician	Rs. _____	x 20 =	Rs. _____
Machinist/Welder	Rs. _____	x 10 =	Rs. _____
Mason	Rs. _____	x 40 =	Rs. _____
Motor Mechanic	Rs. _____	x 10 =	Rs. _____
Painters	Rs. _____	x 20 =	Rs. _____
Plumber	Rs. _____	x 10 =	Rs. _____
Vehicle Operator	Rs. _____	x 150 =	Rs. _____

**Estimated Annual Requirement\*:** Rs. \_\_\_\_\_

(c) Materials or Equipment (Section D.8(b)) – The Government will reimburse the Contractor for any materials or equipment that the Government orders 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 charge added. Material/Equipment orders are not to exceed the Rupee equivalent of \$500 per order, with an annual cap of \$1,000 per year (approximately Rs. 110,000\*).

(d) TOTAL for the FOURTH OPTION YEAR not to exceed: \_\_\_\_\_ (a + b + c)

**B.9 GRAND TOTAL\***

Base Year Total (B.4): Rs. \_\_\_\_\_

First Option Year Total (B.5): Rs. \_\_\_\_\_

Second Option Year Total (B.6): Rs. \_\_\_\_\_

Third Option Year Total (B.7): Rs. \_\_\_\_\_

Fourth Option Year Total (B.8): Rs. \_\_\_\_\_

GRAND TOTAL (not to exceed): Rs. \_\_\_\_\_

**\* Note:** Estimates for cost comparison only. Invoiced costs based on actual usage.

**B.10 PROVISION ON VALUE ADDED TAX (V.A.T)**

For evaluation purposes, Value Added Tax (VAT) shall not be included in the pricing schedules listed in Section B as it is not applicable to this contract. Per Diplomatic Note No. PR/POL/01, issued on June 4, 2002, by the Ministry of Foreign Affairs of the Democratic Socialist Republic of Sri Lanka, the U.S. Government is exempt from payment of taxes as a qualifying entity under VAT Act. In accordance with this regulation, all sales made by contractors or suppliers to the U.S. Government are subject to zero percent (0%) rate and are, therefore, not subject to the value added tax.

[End of Section B]

Section C -- Contract Clauses

**C.1 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2008)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.—
  - (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.
  - (3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.
  - (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
  - (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

C.2 **ADDENDUM TO FAR 52.212-4**

None

C.3 **Contract Terms and Conditions Required to Implement Statutes or Executive Orders—  
Commercial Items (Jan 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) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (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:

[Contracting Officer check as appropriate.]

(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) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

(4) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(5) [Reserved]

(6)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

(ii) Alternate I (Oct 1995) of [52.219-6](#).

(iii) Alternate II (Mar 2004) of [52.219-6](#).

(7)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

(ii) Alternate I (Oct 1995) of [52.219-7](#).

(iii) Alternate II (Mar 2004) of [52.219-7](#).

(8) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(9)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

(ii) Alternate I (Oct 2001) of [52.219-9](#).

(iii) Alternate II (Oct 2001) of [52.219-9](#).

(10) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

(11) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_ (12)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).

\_\_ (13) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_ (14) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_ (15) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

\_\_ (16) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_ (17) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

\_\_ (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)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

\_\_ (ii) Alternate I (Aug 2007) of [52.222-50](#).

\_\_ (26) [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](#).)

\_\_ (27)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).

\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).

\_\_ (28) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

\_\_ (29)(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](#).

\_\_ (30) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).

\_\_ (31)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([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](#).

(32) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

(33) [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).

\_\_\_ (34) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (35) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (36) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (37) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (38) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

(39) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

(40) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

(41) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (42)(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) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (5) [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.*).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(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 paragraphs (e)(1)(i) through (xi) of this paragraph 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 (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

(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 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

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

(xii) [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)

#### C.4 **OPTIONS**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days from the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) base year and four (4) option years.

(d) Prior to the exercising of any option, the Government and the Contractor will mutually agree to the amount of annual increase, if any. The option to extend the performance period will be promulgated via a written, bilateral contract modification to be executed between the BBG/IBB Contracting Officer and the Contractor's authorized representative.

(End of clause)

#### C.5 **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

The Contracting Officer will appoint, by letter a Contracting Officer's Technical Representative (COTR), who will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the letter of authorization or this contract. It is understood and agreed, in particular, that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract unless and only to the extent that such authority is specified in the letter of authorization or the contract. THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT, ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, IT MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE GOVERNMENT, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED ACTIONS.

(End of clause)

#### C.6 **SUBMISSION OF INVOICES**

The contractor shall submit an original invoice to the COTR at the following address:

Station Manager  
IBB Sri Lanka Transmitting Station  
Embassy of the United States of America  
210 Galle Road  
Colombo-3, Sri Lanka

## C.7 **SPECIAL CONTRACT REQUIREMENTS**

### C.7.1 **SECURITY**

(a) **General.** The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall work on this contract.

(b) **Identity Cards.** 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 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.

### C.7.2 **STANDARDS OF CONDUCT**

(a) **General.** The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary, as it pertains to the performance of this contract. Each contract employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The GOVERNMENT reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct at the sole discretion of the CO or his duly authorized representative.

(b) **Appearance.** The Government requires a favorable image and considers it to be a major asset to a productive work force. The employee's attitude, courtesy and job knowledge are essential in creating a favorable image. However, the majority of people form an opinion based on the appearance of employees. The Contractor shall ensure that Contract employees' appearance reflects favorably on the Contractor and the U.S. Government by ensuring that Contractor personnel present a neat appearance at all times.

(c) **Uniforms.** Uniforms are required under this contract clearly bearing the Contractor's name, in English. At no point may the contract employees wear open toed shoes, sandals, or flip-flops while performing services. Safety glasses, hearing protection and appropriate safety shoes are required when working on or around generator sets, high voltage equipment, within workshops, and as otherwise prescribed by safety policies.

(d) **Neglect of Duties.** Neglect for duties shall not be tolerated for work performed under this contract. This includes sleeping while on duty, unreasonable delay or failure to carry out assigned tasks, sloppy / uncompleted work or conducting personal affairs on site.

(e) **Disorderly Conduct.** Use of abusive or offensive language, quarreling, intimidation by words, actions or fighting shall not be tolerated. Participation in any disruptive activities which

interfere with normal and efficient Government operations is prohibited and shall be grounds for immediate removal.

(f) Intoxicants. The contractor shall not allow his employees while on duty to possess, sell, consume or be under the influence of intoxicants, drugs or substances that produce similar effects.

(i) Consumption of Alcohol – The drinking of alcoholic beverages while on duty or eight hours prior to assuming a period of duty is prohibited.

(ii) Narcotics – The use of narcotics or other controlled substances without a prescription from a licensed physician will be grounds for immediate dismissal.

(g) Criminal Actions. Contractor employees shall abide by criminal laws while performing under this contract. Violation of such laws, whether accidental or intentional, shall be reported to the local authorities. Reportable infractions include but are not limited to the following:

(i) 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.

(ii) Unauthorized use of Government property, theft, vandalism or immoral conduct.

(iii) Unethical or improper use of official authority or credentials.

(iv) Safety or security violations.

(v) Organizing or participating in gambling in any form.

(h) 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 COTR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COTR, 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 COTR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

### C.7.3 PERSONNEL HEALTH REQUIREMENTS

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

### C.7.4 LAWFUL OPERATION AND PERMITS

(a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified

under this contract if such bonds or payments are legally required by the local government or local practice.

- (b) **Employee Salary & Benefits.** The Contractor is responsible for payment of all wages and benefits required by host country law or agreements with its employees, to include issuance of Letters of Appointment and adherence to prescribed leave and overtime benefit policies. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits that may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract. Upon request by the Contracting Officer, the Contractor shall provide proof of payment records within two working days for employee salaries, benefits, and Government insurance premiums applicable to this contract.
- (c) **Permits.** Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.
- (d) **Evidence of Compliance.** 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.

#### C.7.5 CERTIFICATE OF INSURANCE

- (a) **Certificates.** The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. If self-insured, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.
- (b) **Personal Injury, Property Loss or Damage (Liability).** The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

(c) 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 General Liability insurance amounts:

- (1) Bodily Injury stated in Sri Lankan Rupees:  
Per Occurrence       Rs.100,000  
Cumulative            Rs.500,000
  
- (2) Property Damage stated in US Dollars:  
Per Occurrence       Rs.20,000 (minimum)

The types and amounts of insurance given are the minimums required. 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. The Contractor shall otherwise 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.

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

#### C.7.6 SAFETY

- (a) General. The Contractor shall provide and maintain work environments and procedures that will: (1) safeguard the public and Government personnel, property, equipment, supplies, and materials 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. In this regard, the Contractor shall:
  - (1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and complete Compliance with all Sri Lanka Safety Laws and procedures.
  - (2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
  
- (b) Accident Reports & Records. For every accident resulting in a fatality or lost-time injuries to Contractor or subcontractor personnel during contract performance, the Contractor shall submit an Accident Report to the Contracting Officer in a timely manner stating the pertinent details (Who, What, When, Where, Why, and How) behind the accident. The Contractor shall maintain an accurate record 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) Stoppage. Unsafe acts may be stopped by any Government employee, and may only recommence after review and approval by the Contracting Officer or the COTR. In such cases, the contractor shall have no claim for additional time nor money.
- (e) Non-compliance. The Contracting Officer shall notify the Contractor of 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.

#### **C.7.7 ISSUANCE OF TASK ORDERS FOR TEMPORARY ADDITIONAL SERVICES**

- (1) Temporary Additional Service shall be authorized only through the issuance of task orders executed by the Contracting Officer or the Contracting Officer's Representative (COTR). Task orders shall be established on a firm fixed-price basis (using the hourly rates identified in Section B and negotiated hours) and shall be modified solely by a written modification executed by the Contracting Officer. In emergency situation where time or other constraints require issuance of orders verbally, a written order shall be provided within three (3) business days of the verbal authorization.
- (2) The contractor shall perform only those services specifically authorized in the individual delivery orders issued under this contract. The contractor shall complete all work and services under this contract within the period of performance specified in the delivery orders except that no delivery order shall be issued hereunder after the expiration of this contract.
- (3) In accordance with FAR52.216-18 ORDERING (OCT 1995), the designated ordering individual for this contract is the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR).

#### **C.7.8 INDEMNIFICATION**

The Contractor expressly agrees to indemnify and to hold 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 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.

#### C.7.9 GOVERNMENT FURNISHED PROPERTY (GFP)

The Contractor has the option to reject any or all Government furnished equipment or materials (see Section D, Exhibit F – Government Furnished Property). However, if rejecting an item that otherwise meets the service requirement, 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. GFP are provided on an "as is" condition and shall be used only in connection with performance under the contract. The Contractor is responsible for the proper care, maintenance and use of GFP in his possession or entrusted to his control from time of receipt until properly utilized or otherwise relieved of responsibility in accordance with the terms of this contract. Negligent use of GFP that results in damage or destruction is sufficient cause for repair or replacement at the Contractor's expense at the sole discretion of the CO or his duly authorized representative.

#### C.7.10 CONTRACTOR INVENTORY PROGRAM

As part of the Contractor's Maintenance Plan, the Contractor shall establish procedures for storage, use, and inventory for all property, equipment, and materials used in performance of the contract. This includes both Contractor furnished materials and Government furnished property. Use procedures shall ensure that the property, equipment, and materials, will be used only for those purposes authorized in the contract. The inventory program shall include procedures for conducting physical inventories, including scheduling, responsibilities and record keeping, for all property, equipment and materials used by the Contractor.

#### C.7.11 CONTRACTOR TRANSPORTATION REQUIREMENTS

Unless specifically noted otherwise in Section D of this contract, the Contractor shall fulfill all transportation requirements for the contract work force. This includes transportation of employees: 1) to/from the station, 2) to/from alternative work sites (i.e. – residential properties, the U.S. Embassy, etc.), or 3) otherwise through the station grounds. A vehicle is not available for the Contractor's appointed supervisor.

#### C.7.12 Payment in Local Currency

All invoices shall be submitted in Sri Lankan Rupees (Rs). The Government shall make all payments in Sri Lankan Rupees.

END OF SECTION C

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Section D -- Contract Documents, Exhibits, Attachments

D. Statement of Work

D.1 Overview – This is a firm fixed-price contract for scheduled maintenance services as defined in Section D and an indefinite delivery/indefinite quantity (IDIQ) contract for Temporary Additional Services of like kind. The firm fixed-price will include all work, including furnishing all labor, materials, equipment and services, overhead and profit, unless otherwise specified. The contract contains certain ordering provisions by which the Contracting Officer or his/her representative may require additional amounts of service for special events. In addition to a qualified and capable work force, the contractor shall furnish managerial and administrative personnel to accomplish all work required by this contract. Specific services are described in detail below.

D.2 General Requirements (Standard Services specified in paragraphs D.3-D.7). The maintenance and appearance of the IBB Station's buildings and grounds (B&G) and properties are an important part of the representational responsibilities of the U.S. mission to Sri Lanka. The Contractor's work shall be measured not only by the accomplishment of specific tasks, but also by the overall state and appearance of its buildings, grounds, and facilities. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COTR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, quality control, financial oversight, and maintenance of complete records and files.

D.3 Management and Supervision.

(a) Supervision. 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.

(b) Work & Personnel Schedules. The Contractor shall maintain schedules that take into consideration the hours that the staff can effectively perform their services without placing a burden on the operational or security personnel of the Post. Unless otherwise specified, standard Services shall be delivered between the hours of 8:00 AM and 4:30 PM, Monday through Friday, except for regularly scheduled holidays (ref: Sec D, Exhibit G). When providing Temporary Additional Services, or when Standard Services are provided after normal duty hours, the contractor shall provide the COTR with a detailed plan as to the personnel to be used and the time frame to perform the service.

(c) Quality Control. The Contractor shall be responsible for quality control, and shall perform inspection visits to the work site on a regular basis – but at the minimum, on a quarterly basis. The Contractor shall coordinate these visits with the COTR. These visits shall be surprise inspections to those working on the contract.

(d) Contracting Officer's Meeting. The Contractor shall make him/herself available to attend a quarterly meeting with the Contracting Officer to discuss the general performance and effectiveness of the contract. The purpose of the meeting is to provide a platform for both positive and negative feedback between the Contractor and the Contracting Officer, with a goal toward improving the overall efficiency and effectiveness of the contract. This quarterly meeting, however, does not preclude either the contractor or the contracting officer from seeking a meeting between either party to address more immediate concerns. It is otherwise accepted that the Contractor's on-site (B&G) supervisor and the Contracting Officer's Technical Representative (COTR) shall meet on a more frequent basis to discuss the contractor performance.

(e) B&G Maintenance Plan. The Contractor shall submit a Buildings and Grounds Maintenance Plan that reflects the proposed staffing, work schedules, and methods for meeting the requirements of this contract. The B&G Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the B&G Maintenance Plan to the COTR for approval within 30 days after contract award. At the minimum, this plan shall be updated in conjunction with each Option Year Renewal.

#### D.4 GARDENING (GROUNDS MAINTENANCE)

##### D.4.1 General Requirements.

The Contractor shall provide qualified personnel in sufficient numbers to maintain all aspects relating to the care and appearance of exterior grasses, shrubbery, garden areas, trees, roadways, pavements, and other related landscape elements at the IBB Transmitting Station and residential compounds. The contractor shall provide qualified and proficient personnel to operate all motorized equipment, to include tractors, mowers, edge cutters, and other such gas and electric powered equipment, in support of these services. Tractors, motorized equipment, and required fuels shall be supplied by the Government. The contractor is liable for any and all damage caused by/to tractors, mowers, and other tools and equipment due to misuse by contract personnel. All work shall be completed during normal business hours, unless otherwise approved by the COTR. At no time will any contract employees be permitted access to the antenna fields without written authorization from the On-Duty Shift Supervisor.

#### D.4.2 Standard Services (Section D, Exhibit A).

(a) Zone #1, Lawns and Gardens

Primarily encompasses the short wave site inner compound, but may include manicured areas surrounding various buildings outside of the inner compound and at residential compounds. The contractor will complete *Type 1 grass cutting, edging, trimming, pruning, weeding, turf/shrub repair and re-establishment, and watering* to ensure the appearance of these areas are maintained in a professional manner.

(b) Zone #2, Paved Roadways

Maintain paved roadways and surfaces throughout the station, with serviced areas extending up to ten (10) meters to either side of roadway shoulders or as otherwise allowed by local terrain. Roadways shall be maintained as per specifications given under *Sidewalks & Asphalt Covered Areas*. Adjacent terrain is primarily limited to planed trench lines and curbs. Unless zoned otherwise, *Type 2 Grass Cutting, Pruning and Weeding* applies to extended service areas. Road drainage ways shall be kept clear of excessive dirt, mud, or other debris, to ensure proper drainage of surrounding areas.

(c) Zone #3, Unpaved Roadways

Approximately 2.5 kilometers of unpaved road connecting the inner Short wave area to surrounding buildings and structures, to include roadways interconnecting guard posts and the boat house. Roadways shall be maintained in such a manner as to ensure a relatively smooth crossing of vehicles. The contractor is responsible for filling potholes, erosion control, and mitigating the effects of wash boarding. *Type 2 Grass Cutting* applies to areas extending up to ten (10) meters to either side of roadway shoulders or as otherwise allowed by local terrain. In addition, road drainage ways shall be kept clear of excessive dirt, mud, or other debris, to ensure proper drainage of surrounding areas.

(d) Zone #4, Antenna Fields

*Type 2 Grass Cutting and Trimming* applies to open field areas and under antenna feed lines outside of the inner compound. *Growth Elimination* applies to areas surrounding guy anchors (3.3 meter radius), and beneath antenna structures and ground works. *Pruning* shall be accomplished in a manner that ensures tree branches remain clear of all antenna feed lines and structures.

(e) Zone #5, Fence Lines

The contractor shall keep all station fence lines clear of brush and overgrowth. For sections that traverse Zones 1-4, *Type 1 & 2 Grass Cutting, Edging, and Trimming* applies to fence areas extending 1 meter to either side of the fence line, as applicable. The contractor is responsible for adjusting barbed wire spacing, and affecting repairs to broken strands or fence posts as required. Replacement / repair materials shall be provided by the Government.

(f) Zone #6, Coconut Tree Plantations

Due to Sri Lanka laws protecting coconut tree groves, care and harvesting of onsite plantations is a requirement. At the minimum, the Contractor is required to maintain the general health of the trees through normal watering and attention. *Type 2 Grass Cutting, Trimming, and Debris Removal* apply. As a function of *Debris Removal*, the contractor may chose to fertilize and harvest the coconut plantation for its own purposes.

(g) Zone #7, IBB Residential Properties

A single gardener shall visit each IBB residential property one-day per month. The contractor will complete Type 1 grass cutting, edging, trimming, pruning, weeding, turf/shrub repair/ re-establishment, and removal of debris to ensure the appearance of these areas are maintained in a professional manner.

D.4.3 Maintenance Standards.

(a) Edging

Pertaining to Type 1 grass cutting, the contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut. Grass shall not extend further than 2 centimeters beyond the perimeter of lawn areas.

(b) Fence Line Maintenance & Repair

All fence lines shall remain free of weed and shrub overgrowth, with *Grass Cutting, Edging, and Trimming* standards applying as applicable. Maintenance and repair activities include adjustment of wire spacing, replacement of damaged ties, strands and downed fence poles, backfilling of holes, and adjustment of terrain features that defeat the integrity of the fence line. The overall integrity and appearance of inner and outer fence lines shall be maintained in such a way as to present the intended physical and visual deterrent to pedestrians and live stock. All materials required to affect repairs shall be provided by the Government.

(c) Fertilizer

Fertilizing and liming shall be performed in a manner that promotes proper health, growth, color, and appearance of cultivated vegetation and trees in accordance with proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year. With regard to the coconut plantation, the contractor is solely responsible for obtainment and application of necessary fertilizers.

(d) Grass Cutting (Type – 1)

Pertains to green grasses (lawns), located within the inner compound area, surrounding building structures, and at IBB Residences. Lawns are to be maintained at a height between 4 to 6 centimeters.

(e) Grass Cutting (Type – 2)

Pertains to cutting of field grasses and shrub areas found in/around antenna fields, fence lines, and along paved and unpaved roadways. Grasses are to be maintained at a height not to exceed 15 centimeters.

(f) Growth Elimination

To prevent the growth of grasses, weeds, and other vegetative life, weed-killing chemicals may be applied as required to eliminate grass and weeds within cracks and joints along sidewalks, compound stones, curbs, and roadways. Weed killing chemicals may also be applied to dirt tracks, gravel beds, clearings, firebreaks, and other areas where the station wishes to prevent growth. Weed killers and equipment for weed killer applications will be supplied by the Government.

(g) Hazardous and Toxic Substances (applies to all zones)

It is the contractor's responsibility to ensure the safe handling, storage, and application of all hazardous or potentially hazardous fertilizers, weed killers and pest control products utilized in this contract. At the end of each day, the contractor shall move all potentially hazardous waste such as empty containers and bags for weed killers, fertilizer, and pest control products to an authorized area for eventual disposal. The Contractor shall employ techniques and utilize landfills approved by both the local Government and the station for disposal of hazardous and toxic substances.

(h) Pest and Disease Control (applies to Zone #1)

The contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees, lawns, and other plants and trees in a healthy and vigorous condition. The Contractor may only apply pest control products / pesticides approved and/or supplied by the Government.

(i) Pruning

The contractor shall accomplish all work necessary to maintain trees, shrubs, hedges, bushes, ground-cover and flowers. Shrubs, bushes, ground-cover, and trees shall be pruned so as to direct and encourage plant growth in directions desired, to remove dead and unsightly growth, and to maintain a neat and attractive appearance. Hedges and shaped shrubs shall be pruned so as to maintain proper shape at all times. Pruning tools will be supplied by the Government.

(j) Recycled Materials (applies to all zones)

In the interest of cost efficiency and waste management, the contractor is encouraged to promote recycled uses for lawn and tree debris in meeting other aspects of the gardening services requirement, e.g., mulch and compost.

(k) Removal of Debris (applies to all zones)

Foreign material, cuttings, grass, etc., leaves, bark, limbs, dead vegetation, paper, and trash are to be removed from all sidewalks, lawns, curbs, or otherwise where their presence leads to an unsightly appearance. All debris resulting from the contractor's operations are to be removed from the work site to an authorized area prior to the end of each workday. Debris removal is to be performed to prevent unsightly or inordinate accumulation. Collected debris is to be removed from the site a minimum of once per week (but more frequent if required) using a Government vehicle and an authorized driver. At no additional cost to the Government, the Contractor shall obtain all necessary permits and approvals from the local government authority to utilize local landfills.

(l) Sidewalks & Asphalt Covered Areas (applies to Zones 1-4)

*Removal of Debris* such as trash, cigarette butts, paper, stones, metal and glass pieces, and dead vegetation shall be completed and the maintained areas swept. Paved roadways shall be kept clear of plant life, as per *Growth Elimination*. Cracks shall be sealed with a tar-based substance appropriate for this use.

(m) Trimming

Pertaining to *Type 1 and Type 2 Grass Cutting*, the contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures so that grass height does not exceed the height of the adjacent grass.

(n) Turf Repair and Surface Re-establishment (applies to all zones)

The contractor shall, whenever necessary, repair areas damaged by heavy equipment, vehicular traffic, oil and gas spills, normal foot traffic, and maintenance activities. The damaged area shall be filled-in/leveled, and then seeded, sodded, or otherwise repaired and maintained in such a manner as to return it to conform to adjacent areas.

(o) Watering (applies to Zone #1)

Cultivated lawns, flowers, shrubs, and trees are to be provided sufficient water to promote healthy growth and moisture retention. If natural precipitation has occurred in amounts sufficient to fulfill this requirement, the contractor shall suspend watering to avoid detrimental saturation of the soil and unnecessary use of water.

(p) Weeding

Weeding of lawns, gardens, and around trees shall be carried out on a continuous basis so as to prevent the growth of weeds into lawns and landscaping. Lawns, trees, shrubs, bushes, and flowers may be treated with weed killers once a year to ensure a weed free condition. If weed killer application is not required, the contractor shall request a waiver in writing from the Government.

D.5 JANITORIAL SERVICES

D.5.1 General Requirements. The Contractor shall provide qualified personnel in sufficient numbers to perform cleaning services to buildings and areas located throughout the Sri Lanka Transmitting Station. Work shall be performed during business hours, unless otherwise approved by the COTR. At no time will any contract employees be permitted access to high voltage equipment or areas without either written authorization from the On-Duty Shift Supervisor, or a Radio Technician escort. The Government shall provide all supplies and equipment (brooms, mops, buckets, solvents, waxes, sponges, rags, polishers, etc.) necessary to perform these services.

D.5.2 Standard Services (Section D, Exhibit B).

(a) Zone-A, Office Spaces

Primarily defined as office spaces, janitorial staff shall access and service these areas at least once daily. Unless otherwise directed by office occupants, desktop items, light furniture, and other displaceable items should be moved to facilitate proper servicing of the area. Dusting, sweeping, vacuuming, cleaning, trash removal, and potted plant care may be performed, unless otherwise prohibited by the office occupant. Janitorial staff should make a reasonable effort to minimize disruption to office occupants while performing services.

(b) Zone-B, Common Areas

Consists of passageways and other common areas. Free access is granted to all areas within this zone, which also includes kitchen and toilet facilities. Daily dusting, sweeping, vacuuming, cleaning, trash removal, and potted plant care shall be performed. Floors shall be waxed as required, but not less often than quarterly. Kitchen and toilet facilities shall be cleaned twice daily – once before noon and once after. Care should be taken to ensure the safety of pedestrians. Wet floors and other hazards posed while performing janitorial services shall be clearly identified.

(c) Zone-C, Sensitive Areas

These areas include operationally sensitive systems, powered electronic equipment, heavy warehouse items, and other tools that may pose hazards to janitorial staff. Janitorial staffs may be granted unescorted access to these areas, but only after first obtaining verbal clearance by IBB employees. Care should be taken not to disturb workbench or operational equipment,

especially while dusting or performing extended waxing services. Contract workers shall otherwise exercise caution when performing needed services in these areas and be mindful not to handle, adjust, or otherwise disrupt the environment. Noting the above restrictions, standard services shall otherwise mimic that of Zone B.

(d) Zone-D, Restricted Areas

High voltages, hazardous energy, heavy machinery, and/or dangerous power tools are located throughout this zone. These areas may also house sensitive equipment or store valuable items. Weekly janitorial services shall include dusting of surfaces; sweeping floors, vacuuming, etc. Contract personnel MUST be escorted when entering and servicing these areas. Contractor personnel shall coordinate with the appropriate Unit Supervisor at least 24-hours prior to requiring access. Cleaning of transmitter enclosures and power vaults shall be performed on a per request basis.

D.5.3 Maintenance Standards.

(a) Cleaning

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. Replacement of paper towels, toilet paper, and soap in all bathrooms shall be performed.

Grease marks and fingerprints shall be removed from all walls, doors and doorframes, radiators, wall mounted cabinets (fire hose, first aid, key boxes, etc.), windows and window frames, glass desk protectors, reception booths and partitions. The cleaning shall be done using ammonia based window cleaners and lint free cloth or paper towels.

The contractor shall clean coffee mugs and utensils in conference/kitchen facilities and office areas. These items shall be cleaned with hot soapy water, rinsed, dried, and polished to ensure a clean presentable appearance is maintained.

(b) Dusting

The Contractor shall dust and clean all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, picture frames, maps, telephones, computers and CRT screens, lamps and other items commonly found in common areas or an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.

(c) Floor Waxing

The contractor is responsible for waxing all tile and concrete floors to the extent that the *Sweeping* service is capable of maintaining an aesthetically appealing high-gloss finish. At the minimum, floors shall be re-waxed on a quarterly basis. At the minimum, floors shall be waxed on a quarterly basis, and stripped on a semi-annual basis.

(d) Pest and Disease Control

The contractor shall maintain a program for controlling pests, to include rodents, insects, snakes, and other small vermin. Areas readily accessible by the public (both inside and outside) that are frequented by birds, or subject to vermin excrements, shall be cleaned daily and disinfected at least weekly. All poisons and pesticides shall be approved by the Government prior to application. Pest control products and application equipment will be supplied by the Government.

(e) Potted Plant Care

The contractor shall ensure live potted plants (both inside and outside) are kept sunned and watered, so as to maintain the healthy life of the plant. When temporarily sunning plants outdoors, the contractor shall ensure potted plants are placed in locations that do not infringe upon the safety of pedestrians or hinder the normal flow of traffic. When watered, any spillage of water or soil shall be dusted, cleaned, swept, or vacuumed as required, so as to return the area to the prescribed level of cleanliness. Fallen leaves, peddles, or twigs shall be disposed of as required.

(f) Sweeping

The contractor shall sweep floor areas including damp mopping of areas such as tile, and concrete floors. 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. At the minimum, tile floors shall be mopped and polished with an industrial floor-polishing machine on a weekly basis. During inclement weather, the frequency for all sweeping services may be higher than usual. 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.

(g) Trash Disposal

The contractor shall empty all wastepaper baskets, bins, and other such receptacles at least once per day, to include externally placed ashtrays and dust bins. These items shall be washed or wiped clean with a damp cloth, replacing plastic wastepaper basket linings, and returning items to their original location. The contractor shall remove trash to designated areas, as directed by the COTR, while keeping such areas in a reasonably clean condition. Collected trash is to be removed from the site a minimum of once per week (but more frequent if required) using a Government vehicle and an authorized driver, and dumped at an authorized landfill. At no additional cost to the Government, the Contractor shall obtain all necessary permits and approvals from the local government authority to utilize local landfills.

(h) Vacuuming

The Contractor shall vacuum clean rugs and carpets, runners, and carpet protectors at the minimum on a weekly basis, 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. Any chairs, trash receptacles, and easily moveable items shall be moved to vacuum underneath, and then replaced in the original position. The Government will provide the vacuum cleaner and all cleaning supplies.

## D.6 SKILLED & UNSKILLED LABOR

D.6.1 General Requirement. IBB requires a combination of skilled (tradesmen) and unskilled laborers to assist in the daily inspection, maintenance, repair, and administration of various systems and equipment at the station and IBB residential properties. Tradesmen shall have a good working knowledge in their respective trades. Though minimum personnel requirements are specified under each category, the contractor has some latitude in adjusting their final employee head count based on current workload, attained skill sets, and mission requirements. The designation, “*as required*,” indicates that the expected workload likely will not require full-time employment of this skill set. Where an “*assistant*” is designated, however, the contractor shall ensure at least one skilled or unskilled assistant is provided for safety reasons. The Standard Services rate for Labor Services is not subject to periodic adjustments due to fluctuations in staffing.

### D.6.2 Standard Services.

#### (a) *Air Conditioning Mechanic (1-person + 1 assistant)*

Assists with operation, inspection, maintenance, and repair of ventilation and air conditioning systems throughout the station. Serviced equipment ranges from small split/ window type units, to large central air conditioning, ventilation, and chiller systems. This work includes scheduled inspection and servicing of compressors, fans, motors, controls, air filters, ducts, and roof vents. Periodically performs maintenance and repair tasks at IBB residences. May be called upon to assist Low and High Voltage Electricians with performance of Standard Services; and is on call 24/7 to provide emergency services, as a Temporary Additional Service.

#### (b) *Carpentry/Mason Services (as required)*

The contractor shall provide services for the following jobs to be performed: Light construction, altering and repairing of buildings and structures, fittings, panels, partitions and other wood or wood-substitute articles. Should also include fabrication, installation, and repair of storage shelving, and shipping and storage containers (i.e. - boxes, crates, pallets, gates, dividers, and storage bins) from wood and wood substitutes. Contractor employees must be capable of safely and appropriately using powered and non-powered shop tools. IBB will provide the following tools to accomplish the above: power saws, molders, planners, shapers, joiners and routers.

(c) Clerical Services (2-persons)

The Contractor shall provide office clerical services during business hours to the Administrative and Facilities units. Administrative duties include answering of telephones, preparation of general memoranda, tracking and distribution of incoming and outgoing facsimile messages, and other routine clerical duties as assigned by the IBB Administrative Specialist. Facilities unit duties include answering of telephones, preparation of general memoranda, distribution of station correspondence, and other routine clerical duties as assigned by the IBB Facilities Supervisor. Clerks must be capable of utilizing a desktop computer and standard Word Processor programs (i.e. – MS Word, Excel, email, etc.); operate standard office equipment such as copy machines, typewriters, facsimile, scanners, and shredders; and perform routine clerical duties such as filing and distribution of reports and other office correspondence. The two clerks are required to stagger morning/lunch/afternoon breaks in order to maintain telephone reception duties throughout normal business hours

Note: Clerical services provided under this contractor are exclusively for IBB usage. Activities associated with the Contractor's administration of their employees, records, or activities (i.e. – work schedules, invoices, personnel actions, etc.) are the exclusive responsibility of the Contractor and shall in no way infringe upon the performance of services under this contract.

(d) Equipment Operation – Tractors / Ride-on Mowers / Forklifts (3 persons)

The contractor shall provide a work force to operate diesel powered engineering and construction equipment such as backhoes, ride-on mowers, and tractors. This equipment is used to perform such functions as cutting, moving, digging, grading and to maintain ditches, roads and shoulders, beds, and fire lines.

(e) General Laborers – Unskilled (4 persons minimum)

The contractor has latitude in employing any number general laborers, but at the minimum shall ensure four (4) are available during normal business hours to support routine tasks orders **issued by the COTR**. The Contractor may utilize these laborers to support other Standard Services if they are otherwise available.

(f) High Voltage Electrician (2-persons)

Assists with operation, inspection, maintenance, and repair of high voltage electrical and mechanical systems, which primarily encompass high voltage breakers, switch gear, control panels, bus lines, fuses, and interconnectivity to generators and/or uninterruptible power supply (UPS) systems throughout the station. Also performs daily inspection of the station's three high power (1.8 MW, 1.6 MW, and 292 KW) backup generators. Services are often performed in a range of hazardous areas, to include high voltage cabinets, elevated surfaces, cable trenches, and confined spaces; and periodically at IBB residences. May be called upon to assist the Low Voltage Electrician and/or Air Conditioning Mechanic with performance of Standard Services; and is on call 24/7 to provide emergency services, as a Temporary

Additional Service.

(g) Low Voltage Electrical (1-persons)

Assists with operation, inspection, maintenance, and repair of low voltage electrical and mechanical systems, which include the repair or replacement of the following: electrical fixtures, small appliances, outlets, wiring, conduits, switch panels, ins interior and exterior lighting systems. and other items considered a part of the electrical system. Services are often performed in a range of hazardous areas, to include high voltage cabinets, elevated surfaces, cable trenches, and confined spaces; and periodically at IBB residences. May be called upon to assist the High Voltage Electrician and/or Air Conditioning Mechanic with performance of Standard Services.

(h) Motor Mechanic (1 person + 1 assistant)

The Contractor shall provide services to maintain and repair vehicles, off-road equipment, and other motor-driven articles. This service shall include preparation of required parts lists for maintenance of said equipment. The contractor may use vehicle and equipment manufacturer maintenance manuals as a guide for establishing maintenance plans. May be called upon 24/7 to provide roadside assistance, as a Temporary Additional Service, in support of GOV accidents / failures.

(i) Painter (1 person + assistant)

The contractor shall provide a work force capable of applying coating materials (for example, paint, varnish, epoxy and epoxy resin) on wood, metal glass, synthetic, concrete and other surfaces. This coating work is done with brushes, rollers, spray guns and other related methods and techniques, and is performed on the inside and outside of buildings, towers, vehicles, mobile equipment, fittings, furnishing and other surfaces.

(j) Plumbing Services (1 person + assistant)

The Contractor shall assign personnel to operate, maintain and repair plumbing equipment and systems. Services shall primarily consist of inspection and maintenance of the station water source (well) pump; industrial plumbing works including pipes, ducts, valves, fittings, down-spouts, and gutters; potable water purification, chlorination and/or filtration systems; inspection and servicing of pumps, sprinklers, domestic hot water heaters, drinking fountains and other fixtures and equipment considered plumbing systems; and maintenance and upkeep of tools and equipment needed to facilitate that above. IBB will furnish all supplies, equipment, and tools.

(k) Welder (1 person)

The contractor shall provide services for metal arc/flame welding. The duties will involve, but not be limited to: Electric, gas, and other welding processes, and the skill to apply these processes in manufacturing, repairing, modifying, rebuilding and assembling various types of

metal and alloy parts, equipment, systems, and structures.

## D.7 DRIVER SERVICES

D.7.1 General Requirements. The contractor shall provide competent, skilled, and licensed drivers to operate Government Owned Vehicles (GOV), which includes SUV's, passenger vans, medium sized passenger buses, and a complement of maintenance vehicles (refer to Section D Exhibit F, for a current list.) Services generally consist of: transporting station employees from the Chilaw, Negombo, and Colombo areas to/from the station; staff transportation to/from the Banderanaika International Airport; and to various locations in and around Colombo, to include the U.S. Embassy. There is also an unspecified requirement during normal business hours to support procurement trips, transportation of supplies/ furnishings, and otherwise supporting day-to-day requirements. All scheduled and unscheduled driver services shall be approved by the COTR in advance.

D.7.2 Standard Services. Standard Services generally covers reoccurring transportation of employees to/from the station. Drivers shall remain on duty for the duration of each shift to support Miscellaneous Duties, per Paragraph D.7.3(e) For administrative purposes, only trip departure and arrival times are identified. The COTR shall otherwise provide the contractor with specific pickup and drop-off schedules as required.

(a) Day Shift – Provides transportation services for station employees between designated pickup/drop-off points and the station, on “normal business” days, which is currently defined as from 8:00 AM to 4:30 PM, Monday through Friday, except U.S. Mission approved holidays. (See Section D, Exhibit G for scheduled holidays.) Transportation services are broken down into three areas: Chilaw, Negombo, and Colombo, each of which shall use a separate vehicle.

1. Chilaw: Transport originates at the IBB Transmitting Station, Iranawila, at 6:30 AM, and returns to the IBB Station at approximately 7:30 AM. The vehicle then departs the station at 4:30 PM, and returns at approximately 5:30 PM.
2. Negombo: Transport originates at the IBB Residential Compound, No 2 Xavier Road, Kimbulapitiya, Negombo, at 6:00 AM, arriving at the station at approximately 7:30 AM. The vehicle then depart the station at 4:30 PM, returning to the residential compound at approximately 6:00 PM.
3. Colombo: Transport originates at the U.S. Embassy, 210 Galle Road, Colombo 3, at 5:00 AM, arriving at the station at approximately 7:30 AM. The vehicle then depart the station at 4:30 PM, returning to the embassy at approximately 7:00 PM. Please note that the assigned driver is required to pass additional security screenings in order to obtain and maintain a U.S. Embassy access badge.

(b) After Hours – Provides transportation services for station employees outside of “normal business hours” to include during U.S. Mission approved holidays. (See Section D, Exhibit G for scheduled holidays.) Transportation services are broken down into three operational

shifts: Shift 1 = Midnight to 8:00 AM; Shift 2 = 7:30 AM to 4:00 PM; and Shift 3 = 3:30 PM to Midnight. Departure times shall vary based on actual transmitter personnel shift schedules. In either event, transport originates at the IBB Residential Compound, No 2 Xavier Road, Kimbulapitiya, Negombo, at a time ensuring IBB Shift personnel arrive at the station within ten (10) minutes of the beginning of their shift. The vehicle shall depart the station at the end of the applicable shift.

#### D.7.3 Service Standards.

##### (a) Accidents

All vehicle accidents, regardless of severity, shall be reported to the Contractor's Superintendent AND the Government COTR immediately. A vehicle-installed cellular telephone is provided for this instance.

##### (b) Operating Laws & Restrictions

Drivers shall adhere to all current Sri Lankan traffic laws (i.e. – Motor Traffic Act, etc.), as well as written IBB Station Policies and Management Instructions pertaining to the operation of Government Owned Vehicles both on and off site.

##### (c) Punctuality

Drivers shall depart trip origins at specified times, and make a reasonable attempt to arrive at destinations with 15 minutes of the estimated time of arrival. To the extent practical, operators are expected to be knowledgeable of local traffic conditions, particularly those routinely effected by commuter traffic, seasonal weather conditions, major construction, and hindrances that may otherwise adversely effect departure and arrival times. In such cases, drivers are expected to inform passengers and/or the contract Superintendent in a timely manner, so as to allow modification of trip itineraries.

##### (d) Vehicle Inspections & Logs

Drivers are required to arrive at the point of origin 30 minutes prior to commencing services in order to perform a routine safety/maintenance inspection on each vehicle. At the end of each trip, drivers shall allot a minimum 15 minutes in order to perform a routine safety/maintenance inspection and account for their vehicle's compliment of tools and equipment (i.e. – fire extinguisher, tire changer kit, first aid kit, etc.). Drivers are required to document all trips on a vehicle log sheet, per provided instructions.

##### (d) Uniforms & Hygiene

Drivers shall wear a standard uniform. Uniforms shall be clean and tidy prior to commencing work. Drivers shall maintain a level of personal grooming and hygiene that is professional and inoffensive to passengers and the general public.

(e) Miscellaneous Duties

As a component of both Standard and Temporary Additional Services, drivers are expected to provide various miscellaneous services as directed by the COTR. These services include, but are not limited to, the following:

1. Operate station vehicles to pick up parts and supplies from vendors located in or around Chilaw, Negombo, or Colombo.
2. Operate station vehicles to transport incoming/outgoing shipments between the Station, the American Embassy, the Colombo International Airport, the Colombo Port, or as otherwise directed.
3. Perform minor vehicle maintenance such as: check and replenish fluid levels (i.e. – washer, engine oil, power steering fluids, etc.); wash/wax vehicle exteriors; clean/vacuum vehicle interiors; refuel vehicles; check/maintain proper tire pressures.
4. Assist with loading and unloading of vehicles, to include moderate sized boxes, luggage, and other items. Drivers shall ensure proper loading of vehicles they operate.

D.7.4 Employee Pick-up / Drop-off Points. IBB personnel reside throughout Sri Lanka. To simplify transportation requirements, the station has adopted a transportation schedule that originates from three specific locations: Chilaw, Negombo, and Colombo. Personnel are picked up from various locations along these travel ways. It is impractical to specify exact pick-up points for the purposes of this solicitation, so contractors are advised to use the general guidance found in Sections D.7.2(a) and (b) when preparing cost proposals. The COTR shall otherwise provide updated pickup and drop off schedules to the contractor throughout the term of this contract, on an as required basis.

## D.8 TEMPORARY ADDITIONAL SERVICES

(a) Services. Temporary Additional Services are similar to those defined under Standard Services, except that they are required at times or in quantities beyond the scope stated for those services. These services are generally requested in support of large special events, in response to emergency repair/maintenance activities at the station, and in support of unscheduled service requests at IBB FSO residences. The Contractor shall provide these services in addition to the Standard Services required by paragraphs D.3-D.7 of this contract. The COTR shall order these services as needed. This work shall be performed in accordance with all other requirements of this contract, and may not be subcontracted. The COTR may require the Contractor to provide temporary additional services with less than 24 hours advance notice.

(b) Materials or Equipment. If, while performing Temporary Additional Services, the contractor requires additional supplies, materials, and/or equipment to complete a task in a timely manner, the Contractor may be allowed to make a limited number of purchases. To do so, the Contractor or his/her supervisor must obtain verbal approval from the CO or COTR prior to proceeding with the needed purchase. Once granted, the contractor may purchase the needed supplies from established commercial sources, at prices not exceeding that available to the general public. Such orders may not exceed the Rupee equivalent of \$500 per order.

(c) 24/7 On Call Service. As a component of Temporary Additional Services, the Contractor shall provide 24/7 on call response for the following: A/C Mechanic (section D.6.2(a), HV Electrician (section D.6.2(f), Motor Mechanic (section D.6.2(h). In this regard, the contractor is considered responsive if dispatched services commence within 3-hours of initial notification by the COTR.

(d) Payment / Reimbursement. The Contractor shall include in its next regular invoice details of the temporary additional services, as well as receipts for any materials or equipment purchased in support of said services. The Contractor shall include a copy of the COTR's written confirmation for the temporary additional services. All purchase reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

[End of Statement of Work]

**SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**LIST OF EXHIBITS**

Exhibit A – LOCATIONS (ZONES) FOR GARDENING SERVICES

Exhibit B – LOCATIONS (ZONES) FOR JANITORIAL SERVICES

Exhibit C – MAINTENANCE SCHEDULES (As provided by COTR)

Exhibit D – DRIVER SCHEDULES / MAPS (As provided by COTR)

Exhibit E – CONTRACTOR PROVIDED MATERIALS

Exhibit F – GOVERNMENT FURNISHED PROPERTY

Exhibit G - OBSERVANCE OF HOLIDAYS AND ADMINISTRATIVE LEAVE

**SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

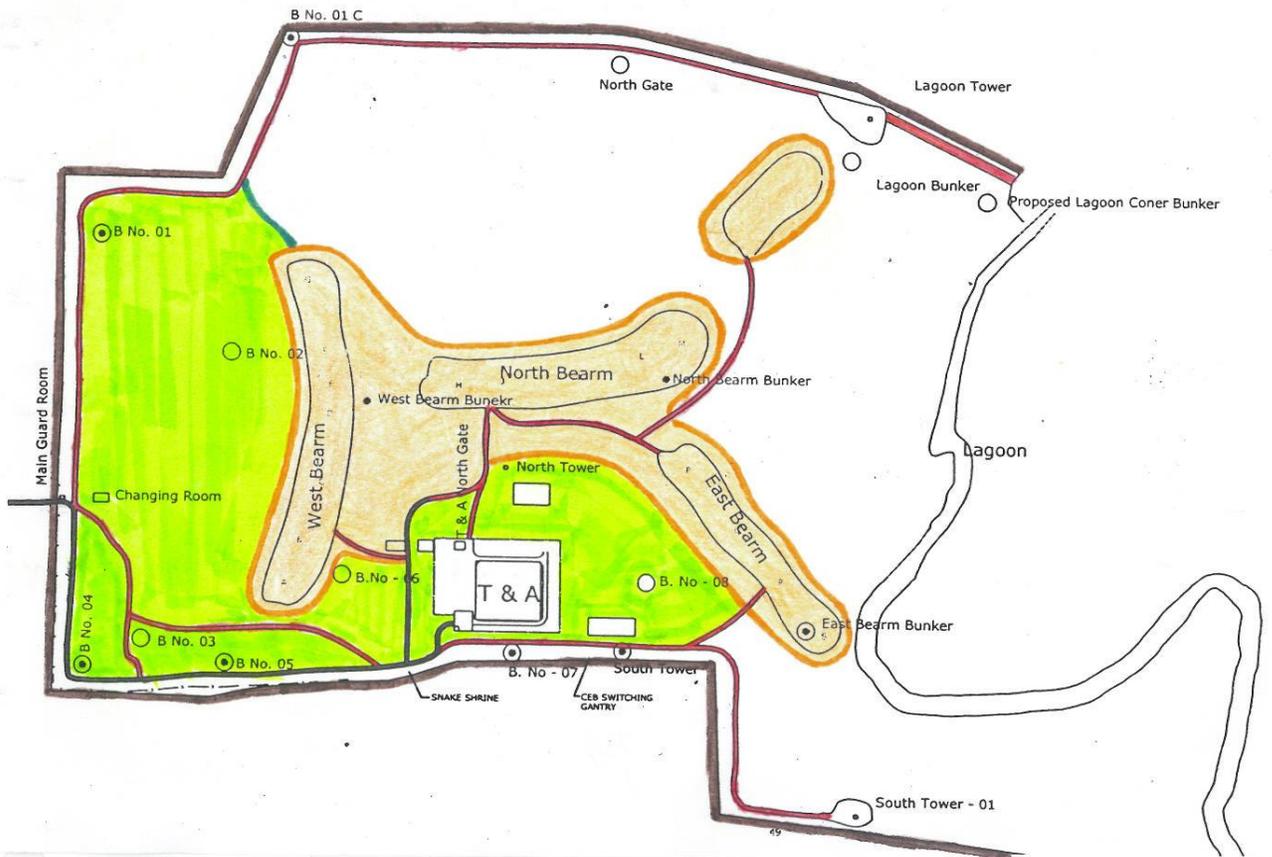
**EXHIBIT A.1 - LOCATIONS FOR GARDENING SERVICES**

<u>Location</u>	<u>Zone Illustration</u>	<u>Address</u>	<u>Assignment or</u>
1) IBB Station	Site Diagram Iranawila, Chilaw, Sri Lanka Compound	Beach Road	Exhibit A.2 – Exhibit A.3 – Inner
2) Residence (COL-1)	Mawatha Rajagiriya, Sri Lanka.	No.9, N.J.V. Cooray	Zone 1 coverage of lawns and gardens.
3) Residence (NEG-1)	Kimbulapitiya, Negombo, Sri Lanka.	No. 3, St. Xavier Road	Zone 1 coverage of lawns and gardens.
4) Residence (NEG-2)	Kimbulapitiya, Negombo, Sri Lanka.	No.11, St. Xavier Road	Zone 1 coverage of lawns and gardens.

**SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

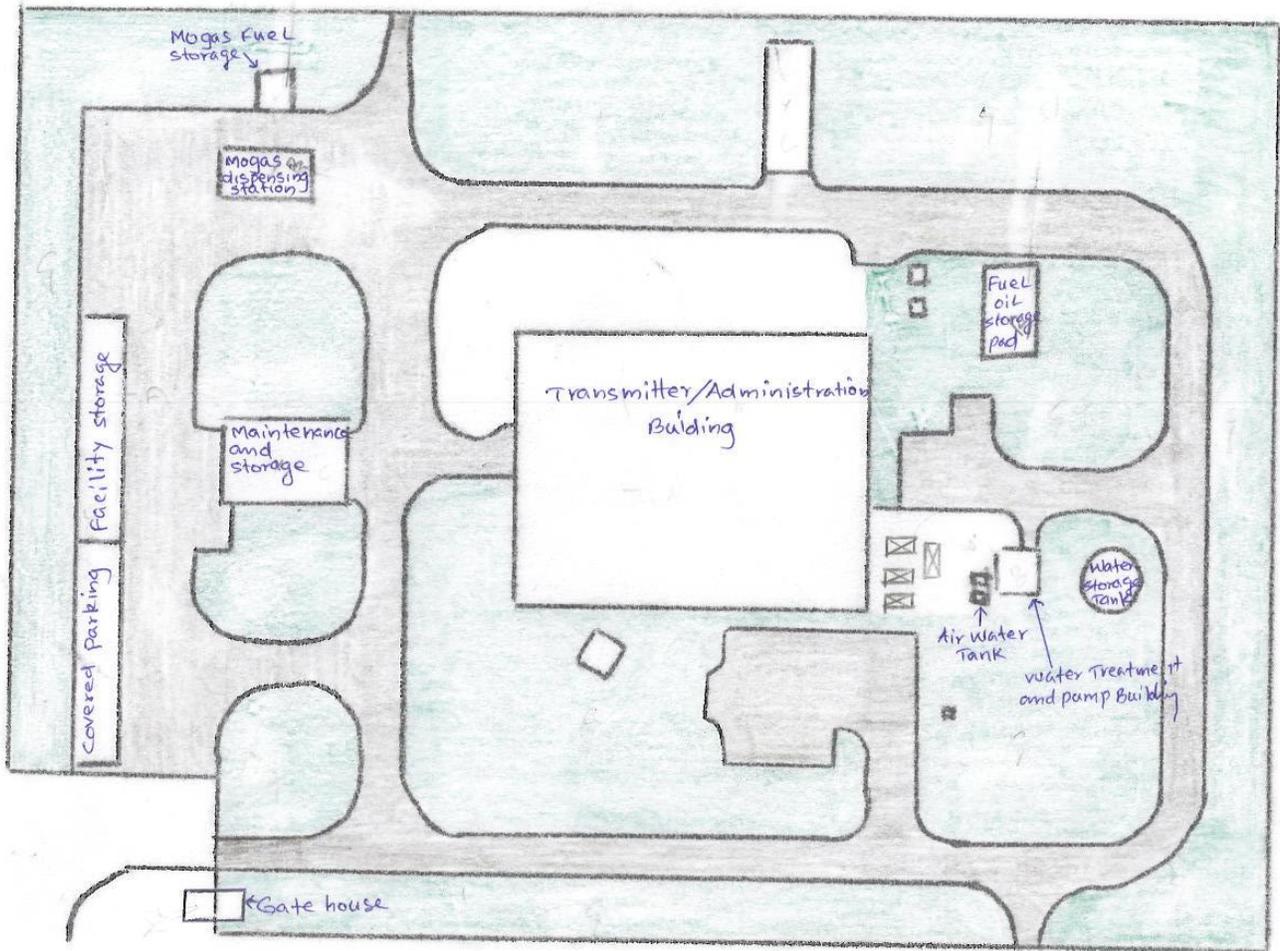
**EXHIBIT A.2 – GARDENING SERVICES (Zone illustration: Site Diagram)**

- |   |   |
|---|---|
|  ZONE # 1, LAWN AREA       |  ZONE # 4, ANTENNA FIELD                                   |
|  ZONE # 2, PAVED ROADWAY   |  ZONE # 5, FENCE LINE SETBACK                              |
|  ZONE # 3, UNPAVED ROADWAY |  ZONE # 6, COCONUT TREES PLANTATION ( Approx. 2500 Trees ) |



**SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**EXHIBIT A.3 - GARDENING SERVICES (Zone illustration: Inner Compound)**



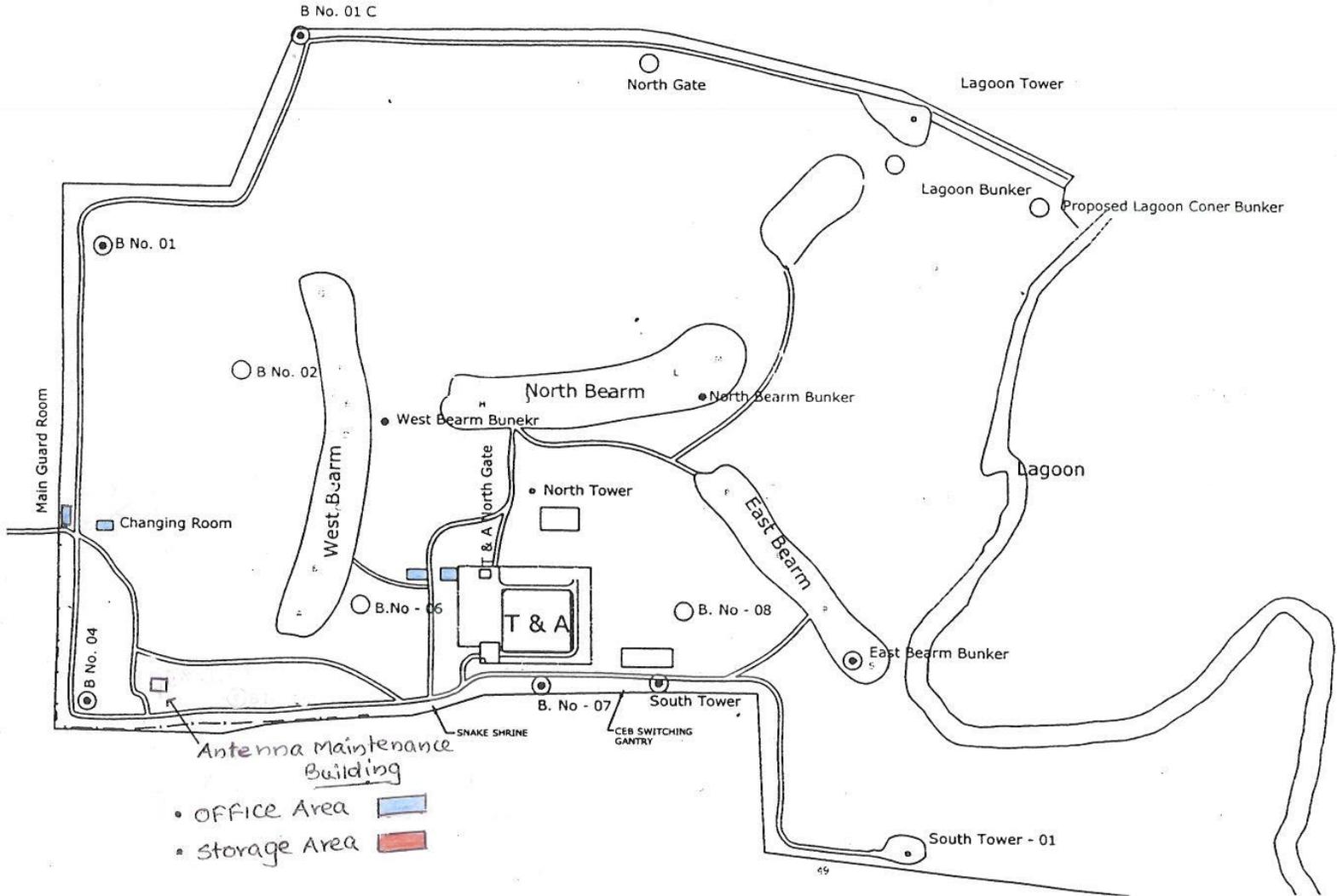
**SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**EXHIBIT B.1 - LOCATIONS FOR JANITORIAL SERVICES**

<u>Location</u>	<u>Address</u> <u>Illustration</u>	<u>Assignment or Zone</u>
1) IBB Station	Beach Road Iranawila, Chilaw, Sri Lanka Compound  Administration (T&A) Building	Exhibit B.2 – Site Diagram Exhibit B.3 – Inner  Exhibit B.4 – Transmitter &
2) Residence (COL-1)	Mawatha Rajagiriya, Sri Lanka.	No.9, N.J.V. Cooray Zone B coverage of residence (make-ready).
3) Residence (NEG-1)	Kimbulapitiya, Negombo, Sri Lanka.	No. 3, St. Xavier Road Zone B coverage of residence (make-ready).
4) Residence (NEG-2)	Kimbulapitiya, Negombo, Sri Lanka.	No.11, St. Xavier Road Zone B coverage of residence (make-ready).

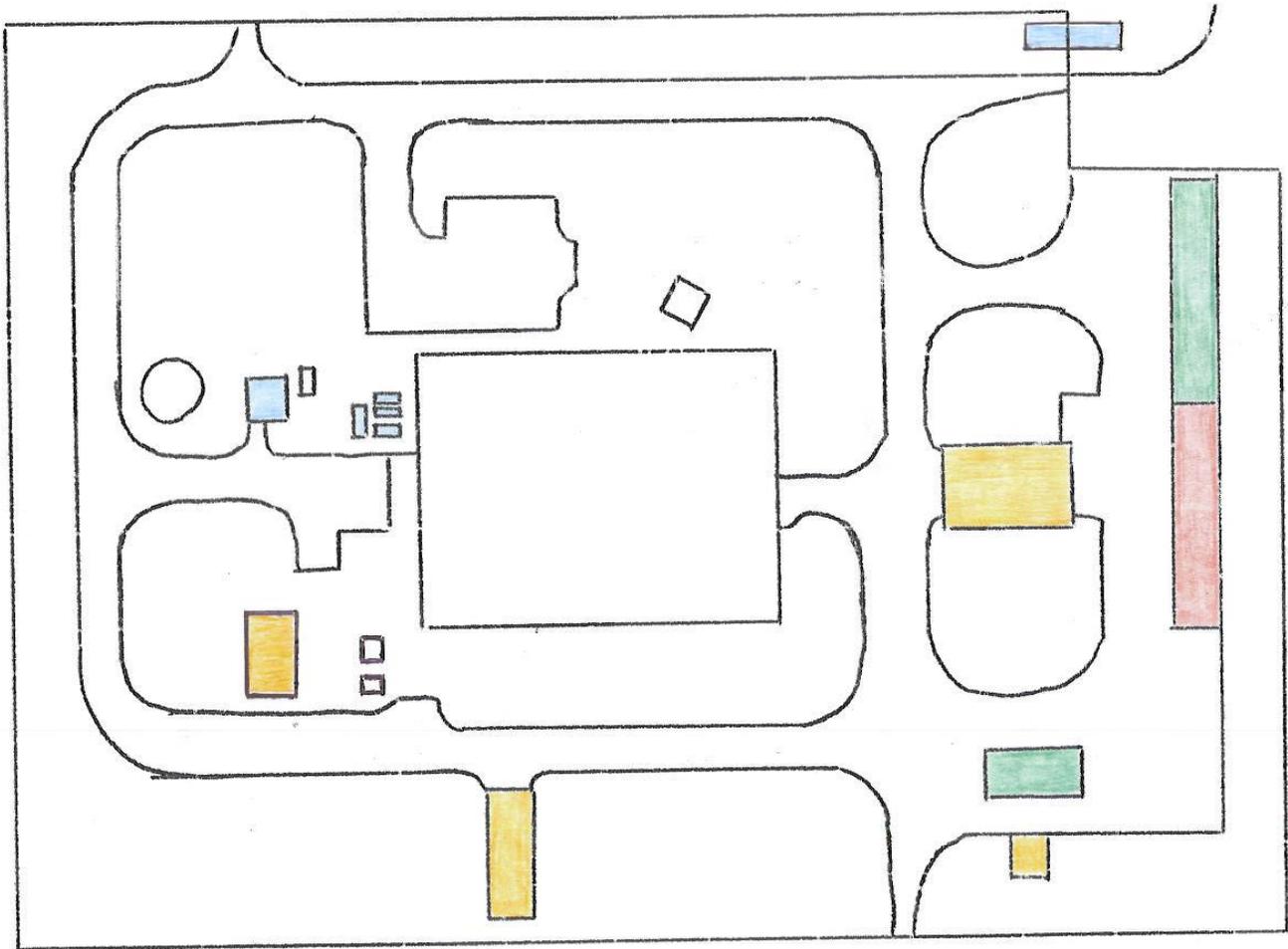
SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

EXHIBIT B.2 – JANITORIAL SERVICES (Zone illustration: Site Diagram)



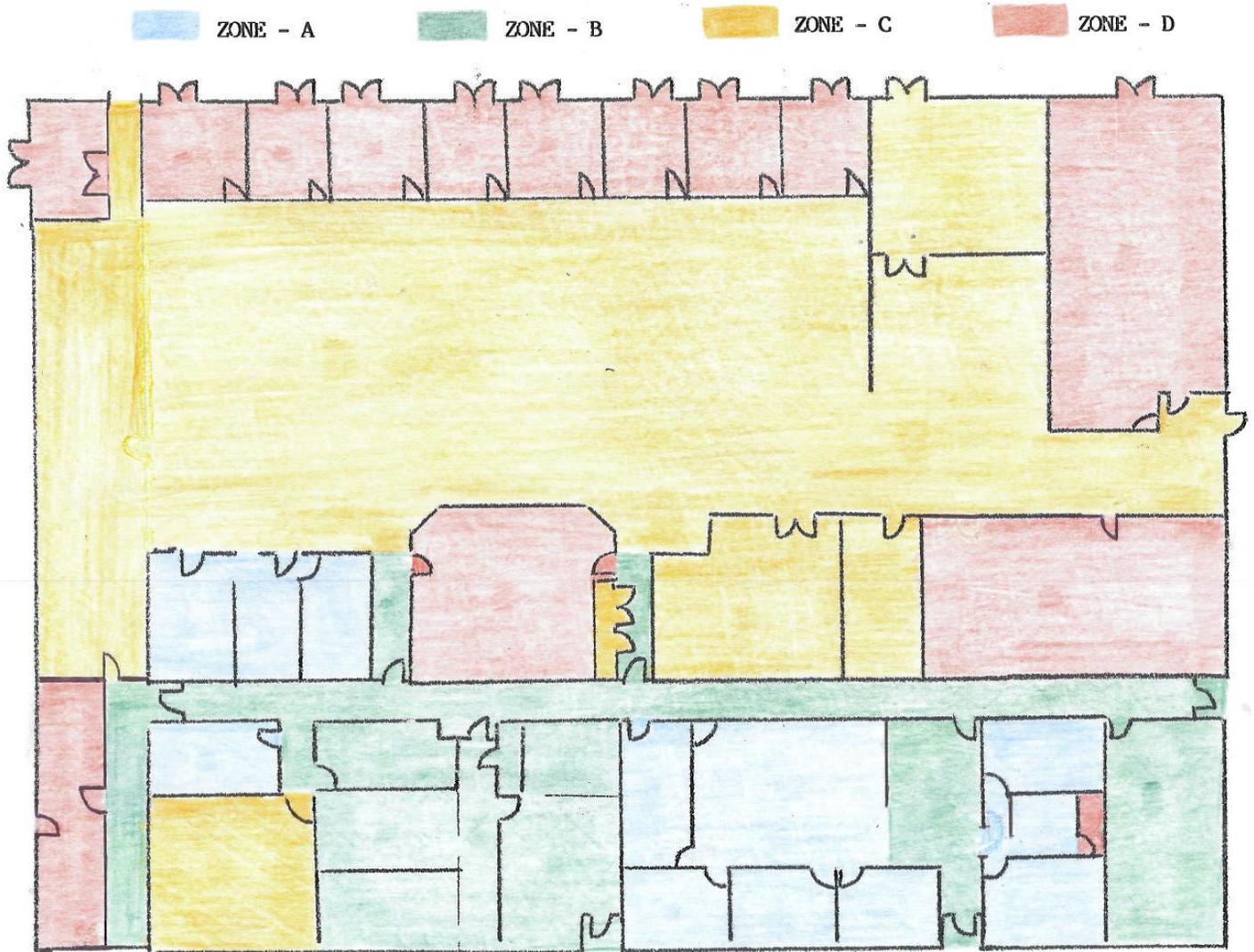
**SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**EXHIBIT B.3 – JANITORIAL SERVICES (Zone illustration: Inner Compound)**



**SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**EXHIBIT B.4 – JANITORIAL SERVICES (Zone illustration: T&A Building)**



**EXHIBIT C – MAINTENANCE SCHEDULES**

*To be provided/updated by COTR after award.*

**EXHIBIT D – DRIVER SCHEDULES / MAPS**

*To be provided/updated by COTR after award.*

### **EXHIBIT E – CONTRACTOR PROVIDED MATERIALS**

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and temporary additional services as specified in this contract. Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service. The following are items specifically identified as being the responsibility of the Contractor:

- (1) Working gloves
- (2) Safety shoes (steel or poly toe)
- (3) Helmets
- (4) Paint / dust masks
- (5) Safety glasses/goggles, face shields, or welders masks
- (6) Ear plugs or hearing protection
- (7) Gum Boots ( Knee high)
- (8) Uniforms

## EXHIBIT F – GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property (GFP)" for performance under the contract:

**Operating Equipment** – The following driving equipment has been provided for on-site work only. These items may only be operated by qualified operators.

Item	Quantity
1) Tractors	2
2) Bobcat	1
3) Riding Mowers (motorized)	3
4) Fork lift	2

**Cleaning Equipment** – The following power tools and equipment have been provided for both onsite and off site work. When removing these items for off-site work, the Contractor must request a property removal slip, to be handed over to the Local Guard Force.

Item	Quantity
1) Floor scrubbing machines	2
2) Vacuum cleaner (wet/Dry)	2
3) Vacuum cleaner (Dry)	1
4) Carpet extractor	1

**Tool Room** – A tool room shall be provided to the contractor, housing all hand tools at his disposal. The Contractor shall sign for possession of these tools at the beginning of the contract, and be financially responsible for their upkeep and return throughout the terms of this contract. The Contractor may choose to remove any item from the final inventory that it does not wish to accept financial liability:

- 1) Hand Tools – An assortment of hand tools, valued at approximately \$8,000 USD, is provided for use by the Contractor. Items include, but are not limited to, the following: various wrenches, spanners, and socket sets; an assortment of gardening tools for pruning, digging, and hedge trimming; masonry tools; carpentry tools such hammers, handsaws, screwdrivers; electric power tools such as planers, sanders, drills, saws, and grinders; paint guns and air compressors; and other miscellaneous items such as shovels, crowbars, rakes, etc.
- 2) Mechanic's Tool Kit – A tool kit (approximate value is \$1000) is provided for the vehicle mechanic. Items include, but are not limited to, the following: wrenches, spanners, bearing pullers, hammers, pipe wrench, torque wrench, pliers, screw drivers, inspection mirror, allen keys, test lamp, multi meter, battery tester.
- 3) Electrician's Tool Kit – Two tool kits (approximate value is \$1,200 each) are provided for the High and Low Voltage electricians. Items include, but are not limited to, the following: high

voltage gloves, multi-meter, high voltage testers, clamp-on meters, wire strippers, wrenches, spanners, insulated pliers, screw drivers, hammer, fuse puller, electric soldering iron, etc.

- 4) Air Conditioning Mechanic – A tool kit (approximate value is \$2,300) is provided for the A/C mechanic. Items include, but are not limited to, the following: pressure gauges, manifold gauge, spanners, wrenches, refrigerant leak tester, screw drivers, insulated pliers, measuring tape, allen key set, multi-meter, electrical soldering iron, hacksaw, tube cutter, puncher, vacuum pump, vacuum cleaner, flaring tool, welding and cutting torch, portable oxy-acetylene bottle set, etc.

**Government Owned Vehicles (GOV)** – The following list illustrates the type and quantity of vehicles owned and operated by the Government. Contract drivers shall retain and maintain valid licenses for each type of vehicle they operate:

Make	Model	Quantity	Remarks
Toyota	Prado	5	SUV
Toyota	Land Cruiser	1	Lite Armored SUV
Toyota	Coaster	2	26 seater Passenger Bus
Toyota	Hiace	2	15 seater Mini passenger van
Toyota	Dyna	1	Truck
Toyota	Hilux	3	Dual cab pick up trucks
Chevrolet		1	Fire truck
International	Altec	1	Boom/Bucket Rigging truck

## **EXHIBIT G –OBSERVANCE OF HOLIDAYS AND ADMINISTRATIVE LEAVE**

(a) The U.S. Mission to Sri Lanka observes the below listed days as U.S. holidays. 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.

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

(b) In addition to the US Holidays specified above, the U.S. Mission also observes ten (10) local holidays per year. These holidays vary from year to year, based on their prominence and actual date of the holiday. As such, the contractor shall be provided with a copy of the all-inclusive list of U.S. Mission Approved Holidays, which is published on an annual basis.

(c) Finally, the U.S. Ambassador may periodically choose to observe unscheduled holidays designated by Federal law, Executive Order, or Presidential Proclamation.

(d) Regardless of the type of holiday observed, when the U.S. Mission grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(e) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(f) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any “Excusable Delays” clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor’s accounting policy.

(End of Exhibits)

End of Section D

## Section E -- Solicitation Provisions

### E.1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUNE 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise

successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

E.2 ADDENDUM TO FAR 52.212-1

None

E.3 52.212-2 EVALUATION--COMMERCIAL ITEMS. (JAN 1999)

(a) **The contract award shall be made to that responsible Offeror whose offer represents the best value to the Government.** The Government shall determine the best value based on the Technical, Past Performance, and Cost/Price Factors and any corresponding subfactors, if applicable, described in this document and the decisional rules set forth below. Technical Approach is more important than Past Performance; when combined, Technical Approach and Past Performance are equal to cost or price.

(b) The Government intends to award the contract on the basis of offers received as a result of the combined synopsis/solicitation, without any further discussions. Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with Offerors in a competitive range, if needed, and to permit such Offerors to revise their proposals. Per FAR 15.306(c)(2), the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(c) **The Government reserves the right to make an award to other than the lowest priced offer or to make an award to other than the offer with the highest technical rating/best risk assessment if the Contracting Officer determines that to do so would result in the best value to the Government.**

(d) Decisional Rule – Tradeoff The Government intends to rank the Offerors by making a series of comparisons among the Offerors (using the technical rating, technical risk assessment, past performance risk assessment, and evaluated price), trading off the differences in the non-price factors (technical, and past performance) against the difference in price as follows:

(1) If one Offeror represents the best mix of rating and risk and has the lowest evaluated price, the Government shall consider that Offeror to be the best value.

(2) If one Offeror represents the best mix of rating and risk but does not have the lowest evaluated price, then the Government shall decide whether the difference in rating and risk between the Offerors being compared is worth the difference in cost/price. If the Government determines the difference in rating and risk to be worth the difference in evaluated price, then the Government shall determine that Offeror to be the best value. If not, then the Offeror with the lower evaluated price may be the best/value subject to further trade-offs analysis among the other Offerors. The Government shall continue to make paired comparisons in this way until the Government decides which Offeror represents the best value to the Government.

(3) The Government will evaluate price (Section B) for only technically acceptable offerors to determine the proposal providing best overall value. Positive consideration will be given to those proposals exhibiting one or more of the following:

- (a) Environmental awareness;
- (b) Employment of modern techniques to improve efficiency & reduce costs;
- (c) Partial/full adoption of staff from the current B&G contract to maintain continuity;
- (d) Use of retention techniques to minimize employee turn-over;
- (e) Use of the coconut plantation harvest to offset contract costs and/or improve community outreach (ref: Section D.4.2(f), Zone #6, Coconut Tree Plantation);
- (f) Other considerations that add value to the offer.

(e) Offerors are hereby notified that the subcontracting evaluation required by FAR 15.305 (a) (5) will not be performed. The Offeror's past performance/experience related to compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns (see FAR Subpart 19.7), monetary targets for SDB participation (see FAR Subpart 19.1202), or notifications submitted under FAR Subpart 19.1202-4(b) is irrelevant since these requirements pertain to bundled contracts, and as such, are not applicable to this procurement.

(f) Offerors are hereby notified that best value selection will be based upon the fact that the combined weight of technical approach and past performance factors will be 50% of the total rating and that cost or

price will be 50% of the total rating. Factors will be broken out and weighted as follows:

1. Technical Approach (as described in Written Proposal)  
30% of total rating.
2. Past Performance (based on References provided in Written Proposal)  
20% of total rating.
3. Price (based on prices provided in Section B)  
50% of total rating.

(g) Offerors are hereby notified that they must submit a Written Technical Proposal addressing the two criteria shown below.

1. Technical Approach (60% of the Technical Score, 30% of the Overall Score): The Offeror's Written Technical Proposal will be evaluated on how well it responds to the technical requirements of the RFP. The Government will assess the feasibility of the Offeror's technical approach in order to determine if the Offeror has the ability to successfully perform the work specified in the SOW. Offerors shall include resumes or other descriptive data related to the personnel being proposed.
2. Past Performance (40% of the Technical Score, 20% of the Overall Score): The Offeror shall provide contact information for existing or past customers, which the Contracting Officer will use to assess the quality of the experience cited in the Offeror's initial submission. Contacts must be reachable and reply within 72 hours or their information may not be used.

(h) The technical approach portion of the written proposal will be evaluated qualitatively and an adjectival rating will be assigned to reflect the offeror's ability to meet the BBG requirements. In addition to the qualitative technical rating, the technical approach portion of the written proposal will also be subjected to a risk assessment using the terms "low, medium and high risk" to identify the level of probability of an undesirable event occurring as a result of the offeror's proposed approach and as a measure of the significance of that occurrence on the BBG mission.

(i) Pursuant to FAR Subpart 15.305(a)(2)(iii), the Offeror's Past Performance will be evaluated taking into account past performance information regarding predecessor companies, or subcontractors that will perform major or critical aspects of the requirement. Offerors are hereby notified that Past Performance shall be subject to a risk assessment and shall be limited to the relevant experience of the Offeror. In assessing past performance, no adjectival rating will be assigned and only risk will be evaluated using the following adjectives: Very Low, Low, Moderate, High, or Unknown.

(j) Offerors are required to furnish both firm-fixed-prices and hourly rates by completing Section B. The proposed prices from Section B will be used in determining the Offeror's proposed price for comparison, evaluation and award purposes. Offerors shall submit a completed Section B (one original and no copies) packaged separately from their written Technical Proposal.

(l) Options. The Government will evaluate offers for award purposes by Section B. Optional unit prices and Ceiling Prices in the schedule do not obligate the Government to exercise the options.

(m) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**E.4 Offeror Representations and Certifications—Commercial Items  
(June 2008)**

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” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“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”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(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) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, or is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, or is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it is, or is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it is, or is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, or is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it is, or is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51–100      | <input type="checkbox"/> \$1,000,001–\$2 million   |
| <input type="checkbox"/> 101–250     | <input type="checkbox"/> \$2,000,001–\$3.5 million |
| <input type="checkbox"/> 251–500     | <input type="checkbox"/> \$3,500,001–\$5 million   |
| <input type="checkbox"/> 501–750     | <input type="checkbox"/> \$5,000,001–\$10 million  |
| <input type="checkbox"/> 751–1,000   | <input type="checkbox"/> \$10,000,001–\$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million         |

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, or has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(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) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

**Line Item No.      Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

_____
_____
_____

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No.      Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

(2) o Have, o 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) o Are, o 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) o Have, o 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)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

**Listed End Product    Listed Countries of Origin**

_____	_____
—	—
_____	_____
—	—

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

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

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

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

(1) o 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) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(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.

(End of provision)

*Alternate I (Apr 2002).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of provision)

## **E.5 Site Visit**

Under FAR provision 52.237-1, Site Visit, the post will be available for a Site Visit from 10:00AM to Noon, on a pre-arranged day during the week of March 9, 2009. Offerors should contact, Mr. Sarath Fernando, the IBB Station Purchasing Agent (032-2252941 or 032-2255931) to make appropriate arrangements.

[End of Section E]

**END OF SOLICITATION**