



U.S. Embassy Islamabad
Contracting Activity

September 14, 2020

To: Prospective Offerors

Subject: Solicitation number 19PK3319Q5994 to provide make-ready services (Minor maintenance) for residences located in various sectors of Islamabad.

Enclosed is a Request for Quotation (RFQ) for make ready services (minor maintenance and repair of residences). To submit a proposal:

- follow the instructions in Section L of the solicitation,
- complete the required portions of the attached document, and
- submit your proposal to the address shown on the Standard Form 1442 that follows this letter.

The U.S. Government intends to award contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions. However, we may hold discussions with companies in the competitive range if there is a need to do so.

Proposals are due by October 13, 2020 at or before 1500 hrs local time, mark sealed envelope "Quotation Enclosed (19PK33-19Q-5994)" to GSO Procurement, American Embassy, Ramna-5, Islamabad

Please also visit the U.S. Embassy website for additional instructions and guidance related to this and other contract opportunities: <https://pk.usembassy.gov/embassy-consulates/jobs/procurement/>. Please note especially point 2 regarding IRS Section 5000C; for all offers that exceed \$250,000, the offeror must complete clause 52.229-11 and submit [Internal Revenue Service form W-14](#).

Direct any questions regarding this solicitation to Contracting Officer, GSO-Procurement and Contracting Unit by letter or by telephone at 051-201-5464 during regular business hours.

Sincerely,

David H. Haskett
Contracting Officer for the
United States of America

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 19PK33-20Q-5994	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED September 14, 2020	PAGE OF PAGES 1 of 116
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY Contracting Officer, GSO-Procurement & Contracting Office American Embassy, Islamabad Diplomatic Enclave, Ramna-5 Islamabad, Pakistan	CODE	8. ADDRESS OFFER TO Contracting Officer, GSO-Procurement & Contracting Office American Embassy, Islamabad Diplomatic Enclave, Ramna-5 Islamabad, Pakistan
9. FOR INFORMATION CALL: 	A. NAME David H. Haskett	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECTCALLS) (92)051-2015464

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*
TABLE OF CONTENTS

- A. Cover page, Standard Form 1442
- B. Supplies or Services and Prices/costs
- C. Description/Specifications/Work Statement
- D. Packaging and Marking
- E. Inspection and Acceptance
- F. Deliveries or Performance
- G. Contract Administration Data
- H. Special Contract Requirements
- I. Contract Clauses
- J. List of Documents, Exhibits and other Attachments
- K. Representations, Certifications, and other Statements of Offerors
- L. Instructions, Conditions, and Notices to Offerors

Attachments/Exhibits
See list of exhibits in Section J

11. The Contractor shall begin performance within ____ calendar days and complete it within ____ calendar days after receiving
 award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and __2__ copies to perform the work required are due at the place specified in Item 8 by 1500 *(hour)* local time **October 13, 2020** *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)
FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS →

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> →	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	
26. ADMINISTERED BY Contracting Officer, U.S Embassy, Diplomatic Enclave, Ramna-5 Islamabad	CODE	27. PAYMENT WILL BE MADE BY Financial Management Officer (FMO) U.S Embassy, Diplomatic Enclave, Ramna-5 Islamabad	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. <u>NEGOTIATED AGREEMENT</u> (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. <u>AWARD</u> (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment (except government furnished supplies/equipment) for all make-ready services for residences for U.S. Embassy, Islamabad as described in Sections B and C of this contract, and the exhibits in Section J.

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity type contract for make-ready. The Contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders may be necessary for emergencies, however, they shall be issued in writing within three days after issuance of the oral instructions. The task orders shall specify the location and type of work requested (see Section B.4 and the example in Section J, Exhibit 2).

The contract will be for a one-year period from the date of the contract award. For each effective year of the contract, the U.S. Government guarantees a minimum order of PKR 600,000 worth of services. The maximum amount of services ordered under each year of the contract will not exceed PKR 30,000,000 worth of services.

B.3 PRICES/COSTS

The prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in Section B.4.4. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit.

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

B.3.1 VALUE ADDED TAX

Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because it is not levied in Pakistan.

B.3.2 CURRENCY

Pricing and Payment shall be made in the local currency (PKR); however, US firms may submit proposal for payment in US dollars.

B.3.3 BASE YEAR PRICES (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months)

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
1	Clean old paint, repair plaster, prime and smooth surface, apply (two) coats of (emulsion) interior paint on walls and ceiling.	Square meter		1,500	0
2	Clean old paint, smooth surface, and apply (two) coats of (emulsion) paint on walls and ceiling.	Square meter		3,000	0
3	Clean old paint, smooth surface, and apply (one) coats of (emulsion) paint on walls and ceiling.	Square meter		2,000	0
4	Painting walls and ceiling, one coat, (oil-based) paint, glossy finish, in kitchens and bathrooms, following surface preparation.	Square meter		500	0
5	Painting walls and ceiling, two coat, (oil-based) paint, glossy finish, in kitchens and bathrooms, following surface preparation.	Square meter		400	0
6	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation.	Linear meter		1000	0
7	Painting window grills, spikes and metal work, one coat, (oil-based) paint, (glossy) finish, following surface preparation. The grill is made of 1/2" square bar @ 6"x6" O.C.	Square meter		500	0
8	Painting of damaged surfaces (resin or plastic-based paint/Kitz or equal).	Square meter		100	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
9	Varnishing/shellacking of woodwork, following surface preparation.	Square meter		500	0
10	Removal of wallpaper.	Square meter		50	0
11	Textured Surfaces preparatory work, interior and exterior.	Square meter		1,500	0
12	Painting of textured surfaces, one coat (oil-based) paint, (glossy) finish.	Square meter		1,500	0
13	Clean old paint, repair plaster, prime and smooth surface, apply (two) coats of weather shield paint on exterior of the house.	Square meter		2,000	0
14	Clean old paint, smooth surface, and apply (one) coats of weather shield paint on exterior of the house.	Square meter		2,000	0
15	Painting of textured surfaces, graphics (locally called rock wall) or similar on wall/façade surfaces - Remove bubbled/loose graphics, clean and top dress related areas with the former color tone using brushes/rollers, then coat with same graphic material.	Square meter		2,000	0
16	Install new electrical water heater (Embassy provided) with 6" high stand steel fabricated (1.5"x1.5" MS angle, black painted) or cast concrete, 3 each valve (kitz grade-1) 3/4" size, 3 each union 3/4", all other accessories such as tees, elbow, barrel nipples, and pipe 3/4" about 10 feet. Electrical connection from heater to main electrical panel from 75 to 200 feet of 4mm ²	each		100	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	Pakistan cable, in Schedule 40 PVC conduit, grounding wire, 16 Amp beaker for DB and exterior grade 10mA residual current disconnect devise near the heater. Contractor will install Temperature and Pressure relief Valve (TPRV) with test lever and rigid metal drain piping to direct discharge between 6-8" from the floor and directed away from heater.				
16.1	Provide a cover for protection from the weather. On rooftops provide galvanized iron sheet with angle iron bracing to cover over heater. The cover shall be attached with wall to hang over the heater and shall be painted to match the color of the wall. On ground level a 3 sided enclosure shall be constructed with a roof and two side walls, open in front, large enough to allow maintenance work to be performed. The style and color of the enclosure shall match that of the residence. - For only cover (without walls) for two heaters, the size is 6'x4', 1½" angle frame and 16 SWG sheet over it. Attached with wall with 6 anchor bolts (size 4" inch long ½" diameter). Clean, prime and paint all metal parts	each		100	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
16.1A	For one heater, the size is 3'x4', 1½" angle frame and 16 SWG sheet over it. Anchor with wall with 4 anchor bolts (size 4" inch long ½" diameter). Clean, prime and paint all metal parts	Each		10	
16.2	Provide a cover over the heater to protect from the weather. On ground level a 3 sided enclosure shall be constructed with a roof and two side walls, open in front, large enough to allow maintenance work to be performed. The style and color of the enclosure shall match that of the residence.	Each		40	
16.2A	construction will be of brick (first class PESHAWAR BRICKS) wall 4" thick, both side plaster (cement sand ration 1:3) and paint (surface prep, two coats) to match with house exterior paint. The size is 4' deep, 6' wide to house two heaters. Construction will be of brick (first class PESHAWAR BRICKS) wall 4" thick, both side plaster (cement sand ration 1:3) and paint (surface prep, two coats) to match with house exterior paint. The size is 4' deep, 4' wide to house one heater	Each		20	
17	Install water filter (Embassy provided) on water pump supply line from underground to roof water tank.	each		50	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
17.1	Provide and install metal table 4'x2"x2'-6", made of 1"x1" MS angle frame, 1 1/2"x 1 1/2" MS angle legs (4 each) with bracing of same size angle. Install MS sheet 18SWG sheet one at top and one midway for shelf. Provide C shaped splash guard made from 18SWG with 1/2"x1/2" MS angle attached to base for stability. Clean, prep and apply on oil based primer and two coats compatible acrylic paint.	each		25	0
17.2	Provide and install small metal shed (with 20SWG sheet, MS angle 1"x1"x1/8" angle frame and legs) over pressure pump and monoblock pump (approximate size 3'x3'x3' high).	each		10	0
18	Electrical services (see Section C.2.6)	Square meter		500	0
18.1	Provide and install earthing rod 3/4" thick and 8' feet long, copper with 16mm thick ground wire, properly bonded, up to main distribution panel and to main disconnect switch; approximate length of cable 30 meter. Measure ground resistance at the ground rod and report reading to COR. If reading is greater than 200ohms an additional rod may be required.	job		25	0
18.2	Replace old sockets and switches. Provide and install SOKO/EURO type two with ground (Clipsal-Australia) including box and repairs around. All sockets and	each		50	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	switched are to be recessed into the wall, exceptions made on a case-by-case bases.				
18.3	Replace breakers. Provide and install breakers (Legrand) 20Amp in the panel.	each		25	0
18.4	Replace breakers. Provide and install breakers (Legrand) 16Amp in the panel.	each		25	0
18.5	Provide and install ground wires 2.5mm ² (Pakistan cable) from sockets to sockets including dura duct size 3/4" (approximate length 25feet).	each		5	0
18.6	Provide and install electric circuit with wire 4mm ² (Pakistan cable) from main panel including ground wire to the required location in the room in existing conduit.	Linear meter		25	0
18.7	Provide and install electric circuit with wire 4mm ² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, and clips etc. Dura duct size 3/4" may be used where on the wall circuit is required.	Linear meter		20	0
18.7.1	Same as item 18.7 but 6mm ² wire	Linear meter		20	0
18.7.2	Same as item 18.7 but 10mm ² wire	Linear meter		20	0
18.8	Provide and install electric circuit with wire 2.5mm ² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, clips and junction box etc., drilling of	Linear meter		500	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	whole in walls or ceiling to pass the circuit, recessed in walls, repairs to the wall or ceiling. Dura duct size 3/4" may be used where required over the wall.				
18.9	Provide direct connection of pumps and electric water heater from GFCI breaker installed by Embassy. Cables 4mm ² to be run in flexible metal conduit or sch 40 conduit recessed into walls/floors to greatest extent possible.	Linear meter		20	0
18.10	Install recessed GFCIs (Embassy provided), 10mA tripping, 16Amp sockets including wires.	each		50	0
18.11	Provide and install auto switch for water pumps and deep well pump. (RADAR Liquid level control switch ST-70ab. Made in Taiwan)	each		10	0
18.12	Provide and install exhaust fan metal body 8" inch size with louvers (Pak Fan) and insect screen, patch and refinish surrounding surfaces as needed.	each		5	0
18.13	Provide and install ceiling fan 56" (Pak fan) and dimmer switch.	each		5	0
18.14	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old two tube 36W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
18.15	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old single tube 36W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	0
18.16	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old two tube 18W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	0
18.17	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old single tube 18W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	0
18.18	Provide and install FICO disconnect switch 100Amp on wall near ATS panel.	each		5	0
18.19	Mark all panels, distribution boards, circuit breakers, & outlets for correct label (English and Urdu) for identification and troubleshooting purposes. Embassy will provide standard template to use.	Job		25	0
18.20	Provide and install door bell (dingdong) locally available. Bell push shall be near at the main entrance door.	each		5	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
18.21	Provide and install electric circuit with wire 4mm ² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, clips and junction box etc., drilling of whole in walls or ceiling to pass the circuit, recessed in walls, repairs to the wall or ceiling. Dura duct size 3/4" may be used where required over the wall.	Each		25	
19	HVAC services (see Section C.2.7)	Square meter		3,500	0
19.1	Repair or replace the existing split type air conditioning units. Electronic circuit/blower motor/fan motor, AC split pack unit (indoor or out door or both) in a case where a replacement requires shall be provided by Embassy. Contractor shall provide copper piping , ducting, insulation and all items required to complete the job.	each		100	0
19.2	Gas charging to air conditioning (split type) units. Note- No R22 units.	each		40	0
19.3	Provide and install coated metal tray (size 1'-6"x3') under outdoor units with drain. Extend water outlet to the nearest drain. (approximate size of pipe 3/4" length 10 feet)	each		8	0
19.4	Replace AC drain with new 3/4" PVC pipe BETA exterior grade pipe.	Linear meter		15	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
19.5	Install Embassy supplied split unit air conditioners. Includes the dismantling of existing unit if there is one. All plumbing work related to air conditioners shall be performed by the contractor by using standard quality material. All material required for air conditioners (Refrigerant gas, pipe insulation, aero flex pipes, PVC pipe) shall be USA made and provided by contractor. Batteries of AC shall be replaced only with good quality, and remotes shall be installed in proper places with screw. All air conditioner drains shall be channelized in pipes to proper main holes. Pipes shall not be exposed on walk ways.	each		15	0
19.6	Provide and install remote control batteries AA or AAA Duracell	each		100	0
19.7	Rewire all A.C power cables in metal flex conduit separately from AC unit to nearest junction box (Existing power cables are wrapped with duct tape along with refrigerants pipes altogether).	Linear meter		100	0
19.8	Replace old insulation on suction line with new insulation and cladding where exposed.	Linear meter		100	0
20	Carpentry services (see Section C.2.8)	Square meter		3,500	0
20.1	Provide and install weather strip 2" wide, 1/4" thick rubber on all exterior doors.	each		20	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
20.2	Provide and install lock on doors. Lock shall be BAGATI 500, or YANK knob lock, or AM FAULTLESS high grade locks hand type.	each		10	0
20.3	Install lock on exit doors. (Embassy shall provide lock).	each		10	0
20.4	Provide and install cabinets (kitchen or closets). Locks not required.	each		10	0
20.5	Provide and install mesh screen of aluminum/wooden windows, repair latch and hinges	Square meter		50	0
20.6	Provide and install door stopper (heavy duty, best quality)	each		15	0
20.7	Provide and install door handles and hinges on cabinets and closets. (heavy duty, best quality)	each		15	0
20.8	Repairs of doors and door frames, interior and exterior.	each		20	0
20.9	Repairs doors that includes replacement of top plywood on both side 1/8" thick.	each		10	0
20.10	Provide and replace architrave for doors and windows	Linear meter		25	0
20.11	Provide and replace base board (wooden)	Linear meter		25	0
20.12	Provide and install windows blinds, aluminum (blinds shall be Butterfly blinds)	Square meter		10	0
20.13	Provide and install D-type curtain railing on all windows with double rod (aluminum) including fitting and accessories. Base shall be of deodar	Linear meter		40	0
20.14	Provide and install drawer's rail including accessories. The rail shall be best quality	each		20	0
20.15	Replace window glass 5mm	Square		10	0

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	thick clear or tinted glass including fitting.	meter			
21	Roofing services (see Section C.2.9)	Square meter		1,000	0
22	Gardening services (see Section C.2.10)	Square meter		1,500	0
23	Masonry services (see Section C.2.11)	Square meter		1,500	0
24	General Mechanical services (see Section C.2.12)	Square meter		1,500	0
25	Safety Equipment services (see Section C.2.13)	Square meter		2,000	0
25.1	Install smoke detectors where instructed. Embassy shall provide smoke detectors.	each		25	0
26	Plumbing Services (see section C.2.5)	Square meter		1,500	0
26.1	Install Embassy supplied plumbing fixtures (bathtub, shower pan, toilet, sink, shower/faucet complete set).	Each		10	
27	Pressure washing of driveways, walk ways and exterior walls	Square meter		1,500	0
28	Install hold-open devise for vehicle access gate	each		10	0
29	The china cupboards and office desks hutches must be fastened to the base in two locations at the back of the unit using metal mending plates and screws.	each		25	0
30	Anchor dressing mirror on wall upright centered over dresser. Confirm location with POC.	each		25	0
31	Install slip resistance material on internal stairs steps.	Linear meter		50	0
32	Yearly Workers' Compensation Insurance (Defense Base Act)	Per Year			

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
Total of all line-items prices:					

CLEANING SERVICES FOR REAL PROPERTY

Real Property estimated sizes in square meters:

	Type of House	# of Beds	Size of House in Sqm	Estimated quantity	Unit Price	Measuring Unit	Price in PKR
33	Large House	5 - 8	418	15		Each House	
34	Medium House	3 - 4	259	20		Each House	
35	Small House	1 - 2	100	20		Each House	

	Type of Apartment	# of Beds	Size of Apartment in Sq. Ft.	Estimated quantity	Unit Price	Measuring Unit	Price in PKR
36	Large Apartment	3	2007	20		Each Apt	
37	Medium Apartment	2	1474	40		Each APT	
38	Small Apartment	1	978	20		Each Apt	

All apartments are located on the embassy compound.

Base Year Total: _____

B.3.4 GRAND TOTAL PRICE FOR BASE YEAR =

B.4 ORDERING - The Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance." All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 ISSUANCE OF TASK ORDERS - The Contracting Officer may issue task orders orally but will be confirm them in writing within three days.

B.4.2 SURVEY OF PROPERTY - Before performing work, the Contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. The Contractor shall be responsible for any errors that might have been avoided by such a survey/review. The Contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 CONTENTS OF TASK ORDERS - The Contracting Officer shall issue task orders for make-ready services on an as-needed basis. See the sample task order at Section J, Exhibit 2. Task orders shall include:

- (a) Date of order
- (b) Contract number
- (c) Order number
- (d) Location of property
- (e) Amount of work (square meters or linear meters)
- (f) Point of contact for questions
- (g) Number of days to complete the job

B.4.4 COMPLETION DATE – The Contractor shall complete all services on individual housing units within ten (10) days (if the completion time is not specified in the task order) of receipt of a task order. The time period specified above shall not begin until the Contractor is afforded reasonable access to the work site.

The time period specified above and/or in the task order may be shortened if mutually agreed to by the contractor and the Government.

The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

B.4.5 Special Requirements” Risk Analysis Management (RAM)

Offers that fall within our competitive range require additional processing for companies wishing to do business with the U.S. Embassy in Islamabad, Pakistan.

This extra risk analysis vetting is performed on key contractor personnel, including host country, third country, U.S. citizens, and Legal Permanent Residents of the United States. The vetting process applies to all contracts, purchase orders, delivery orders, Blanket Purchase Agreements (BPAs), and BPA calls.

A request for information will be emailed to offerors in the competitive range or selected vendors, and all interested vendors must provide all information requested in the DS Form 4184, Risk Analysis Information. Vendors are required to submit the requested data required for vetting via a secure online portal linking them to the Risk Analysis Management (RAM) office; access to the Portal and instructions for creating an account will be provided to the vendor by email. Successful passing of vetting is one condition of receiving award. Other factors are price reasonableness and technical acceptability. Each vendor should submit the requested data via the secure online RAM portal within 3-5 days after being contacted. Vendors who do not provide the information will not be considered for contract awards.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 GENERAL - The U.S. Embassy, Islamabad requires make-ready service contractor/s to perform task orders on US Government owned and leased properties. The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required.

C.1.2 ENGLISH SPEAKING REPRESENTATIVE - The Contractor/s shall designate an English speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the Government.

The designated representative shall be located on site in an office designated by the Contracting Officer during normal working hours (see Section F.8) and shall have supervision as its sole function during the times while on duty. The Contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

C.1.2. PERSONNEL - The Contractor/s shall be responsible for providing qualified technicians for each trade with relevant experience to perform make-ready services for task orders issued under this contract. Helper positions do not need to meet the experience requirement.

Contractor/s will abide by all safety rules set by the Embassy. Contractor/s will provide proper Personal Protective Equipment (PPE) to their workers and ensure implementation of safety practices and proper use of PPE for any particular work activities. Contractor/s will follow LOTO (lock out/tag out) and de-energized electrical circuit policy for electrical work except voltage testing/measurements.

Contractor/s will be responsible to take their workers to nearest medical facility for first aid/treatment in case his workers gets injury or medical disorder at work place.

Scaffolding erected for high elevation work will be inspected by POSHO/Assistant POSHO prior to work starts.

C.1.3 DEFINITIONS (see also FAR clause 52.202-1, Alt. 1 [April 1994], cited in I.1)

HVAC - Heating Ventilation and Air Conditioning.

Make-ready Services – Preparation of residential units for occupancy, including all items in this contract.

C.2 STANDARDS

C.2.1 APPLICABLE PAINTING STANDARDS AND PAINT SPECIFICATIONS

C.2.1.1 LOCAL/INDUSTRY PAINTING STANDARDS

Painting and preparatory work shall be in accordance with manufacturer's recommendations, and the instructions given below. In cases where local standards and those listed in this contract are in conflict, the stricter of the two shall apply.

C.2.1.2 PAINT SPECIFICATIONS

Paint used shall be ICI or Burgers both are available in local market. Color shades shall be approved the COR.

C.2.1.3 PREPARATION AND PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, furniture, doors, windows, closets or other installed fixtures or appliances). The Contractor shall move, protect, and return such property to its original position.

The Contractor shall remove furnishings (such as furniture, rugs) first or protect them by protective covering. The Contractor shall also protect floors from soiling and paint spills. The Contractor shall not wash wooden floors under any circumstances. To protect floors (of all types) from damage, the Contractor/s shall use a suitable protective cover and provide ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor/s spills any paint, or in any way soils the floors, a specialist floor finishing company at the Contractor's expense shall perform the cleanup. After completion of the painting work, the Contractor/s shall return all furnishings to their original position, and clean the work area free of litter and debris.

C.2.1.4 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

(a) INTERIOR AND EXTERIOR PAINTING

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

(1) "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

(2) **Product Data:** The Contractor shall submit manufacturer's technical information, label analysis, and application instructions for each paint material proposed for use to the COR, prior to starting work. As an attachment, list each material and cross-reference specific coating and finish system and application.

Identify each material by the manufacturer's catalog number and general classification.

(3) **Single Source Responsibility:** Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

(4) **Material Quality:** Provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification will not be acceptable.

(5) Deliver materials to the job site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with trade name and manufacturer's instructions.

(6) Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

(7) **Project Conditions:** Do not apply paint when the relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. Apply paint only in temperatures in accordance with manufacturer's specifications.

(8) Examine substrates and conditions under which painting will be performed for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected.

(9) **Preparation:** Remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or if not removable provide protection such as taping prior to surface preparation and painting (taping includes windows, door jams, etc.).

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

(11) Notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need

to be primed or sealed. Replace all electrical switches and plugs with new covers after painting.

(12) **Materials Preparation:** Mix and prepare paint following manufacturer's directions.

(13) **Application:** Apply paint following manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

(i) Unless otherwise specified, the contractor is to use a high quality semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, doorframes, and window frames. A flat or satin flat latex base paint (containing no lead or mercury) is to be used in the remainder of the unit. The color to be used must be consistent with the balance of the room, which will normally be off-white. Contractor shall provide samples of the color of the type of material to be painted before actual paint date is scheduled.

(ii) On exterior surfaces, apply a high quality exterior grade latex base paint that matches as closely as possible to the existing color on the exterior of the property, or a color as otherwise specified by the COR. Before painting, scrape, sand, fill and prime the surface with a latex base primer. The Contractor should plan on extensive preparatory work before painting. Do not apply exterior paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces.

(iii) Provide finish coats that are compatible with primers used.

(iv) The number of coats and film thickness required is the same regardless of application method. Do not apply succeeding coats until previous coat has cured. Sand between applications where required to produce a smooth, even surface.

(v) Apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.

(14) **Scheduling Painting:** Apply first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not re-coat until paint has dried.

(15) **Minimum Coating Thickness:** Apply materials at the manufacturer's recommended spreading rate. Provide total dry film thickness of the system as recommended by the manufacturer.

(16) **Prime Coats:** Before application of finish coats, apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and has not been prime coated.

(17) **Brush Application:** Brush out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Draw neat glass lines and color breaks.

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

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

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

(21) Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing, scraping or other methods, using care not to scratch or damage adjacent finished surfaces.

(22) Remove temporary protective wrappings after completion of painting operations.

(b) DRYWALL/PLASTER REPAIR

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

(c) TEXTURE ONLY - WALLS

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

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

(d) TEXTURE ONLY - CEILING

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

(e) PAINT EXTERIOR TRIM

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

(f) REMOVE WALL COVERING

By task order, remove the designated wall covering (such as wallpaper, cork, mirror, and tile). After removing the wall covering the area shall be cleaned and made ready for painting. The Contractor shall remove and properly dispose of the old wall covering.

(g) PLASTER

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

(h) STUCCO

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

C.2.2 to C.2.4 Reserved

C.2.5 PLUMBING SERVICES

The Contractor shall perform the following plumbing inspection and repairs and use the checklist in Section J, Exhibit 4.

- (a) Inspect all plumbing work including:
- Pipes, ducts, valves, dampers, fittings, waste water and sewer lines, traps, catch basins, hot water heaters, toilet fixtures, toilet accessories, plugs, chains, hoses, down-spouts and gutters for clogging and loose joints, restrictions, leaks, and other faulty conditions. This includes all bathrooms, laundry, kitchen, water tank pressure pump, install ball valve on air vent pipes, servant baths and kitchen, interior and exterior sewer and drains lines. Remove hard pipe, install flexible pipe for gas connection to servant quarter stove. Prepare and paint gas line with yellow paint (approximate 30 foot length). Inspect manhole covers and replace with new where needed. Check well water pump both deep well and monoblock, replace if not working.
- (b) Provide routine service such as:
- Retightening, caulking, lubricating, and performing first echelon maintenance. Repair/replace any items from C2.5a if not functioning properly. Install Embassy provided water heaters, cooking range, washing machine and dryer. Service & ensured proper function of water storage tanks, water pumps and previously listed appliances.

The Contractor shall furnish all skilled labor, tools, equipment, material and parts needed for repairs and servicing.

C.2.6 ELECTRICAL SERVICES

The Contractor shall perform the following electrical services and use the checklist in Section J, Exhibit 4.

- (a) Evaluate the operating condition and safety of all systems and equipment, including:
- Electrical outlets, switches, wiring, installed appliances, doorbells, intercoms, ceiling fans, light fixtures, water heaters, circuit breakers, electric stove, GFCIs (ground fault circuits interruptors), fuse boxes, damaged wiring, grounding of whole house (should be less than 25ohm), feed line connections, main cable, main distribution panel, load balancing and check circuit identification/labeling for accuracy.
- (b) Make repairs, including:

- Reset circuit breakers or replace fuses, fix loose connections, replace switches, replace sockets, replace light bulbs, breakers, GFCIs (GFCI is embassy provided), and ground wires etc. Close holes of all panels with manufacturer approved material, provide and install spacers on breaker panel openings. Provide and install cable glands on main DB and disconnect switch. Repair shades over disconnect switch and ATS panels. Provide exterior grade covers over exterior switches and outlets. Provide and install rigid or flexible metal conduit where requested.

The Contractor shall furnish all skilled labor, tools, equipment, material and parts needed for repairs and servicing.

C.2.7 HVAC SERVICES

The Contractor shall perform the following HVAC services using the checklist in Section J, Exhibit 4.

(a) Inspect all HVAC work including:

- Pipes, ducts, valves, filters, dampers, fittings, loose joints, restrictions, leaks, cooling fins, and other faulty conditions.

(b) Provide routine servicing such as:

- Tightening, caulking, lubricating, replacing and/or washing filters, and performing first echelon maintenance and servicing. Replace faulty protectors. Install new protector relay (delay timer) if not installed already. Clean condenser coils with approved coil cleaner (Evap Foam No Rinse or equivalent) and fix bent fins as needed.

Note the following specific requirements

- Inspect pumps for abnormal temperature, vibration, noise, and other trouble symptoms, and adjusting as necessary.
- Inspect valves for restriction, leaks and other trouble symptoms, and adjusting as necessary.
- Inspect split pack indoor and outdoor unit, ensure both units are in working condition.
 - Check refrigerant and charge as necessary.
- Replace refrigerant piping if required including insulation. Separate electric cable from the refrigerant piping and drain. Install electric cable in conduit.
- Make insulation tests, adjust relays, reset circuit breakers, and clean contact surfaces.

The Contractor shall furnish all skilled labor, tools, equipment and routine cleaning supplies, spare part needed for the repairs and servicing.

C.2.8 CARPENTRY SERVICES

The Contractor shall perform the following carpentry services using the checklist in Section J, Exhibit 4.

- (a) The Contractor shall inspect all:
- Wood cabinets, closets, doors, moldings, panels, fixtures, furniture pieces, stairways, including railings, balustrades, treads, risers and nosings, along with all doors in the residence. Also, inspect all toilet paper holders, soap trays, towel racks, shower curtain rods, toilet seats, medicine cabinets, venetian blind brackets, clothing rails, curtain rods, and any other like items.
- (b) All necessary repairs shall be made to all items listed above, including:
- Repairing, adjusting and/or replacing hinges, latches, closet rods, shelves, moldings and wood panels, cracks and chips, bathroom fixtures, curtain rods and venetian blinds, and caulking and staining repaired areas to match the color of the original wood.

The Contractor shall furnish all skilled labor, tools, equipment, materials and routine supplies needed for the repairs and servicing.

C.2.9 ROOFING SERVICES

The Contractor shall perform the following roofing services using the checklist in Section J, Exhibit 4.

- (a) The Contractor shall inspect:
- (1) The roof and eaves for leaks or other evidence of damage.
 - (2) Inspect all rain gutters and water drains for blockages and leaks, and inspect all water catchers for proper positioning.
- (b) The Contractor shall make repairs to:
- (1) The roof membrane, including patching leaks, repairing shingles and caulking cracks in concrete.
 - (2) Rain gutters and drains

The Contractor shall furnish all skilled labor, tools, equipment, materials and routine supplies needed for the repairs and servicing.

C.2.10 GARDENING SERVICES

The Contractor shall perform the following gardening services using the checklist in Section J, Exhibit 4.

The Contractor shall:

- (a) Clean trash and debris from all lawn, yard, and garden areas.
- (b) Mow lawns, trim hedges, prune trees, and remove weeds to present a neat and orderly appearance to the areas.
- (c) Inspect sprinkling and other water delivery systems to ensure proper operation, and make repairs as necessary.
- (d) Water all plants and lawns when finished.

The Contractor shall furnish all skilled labor, tools, equipment, materials and routine supplies needed for the repairs and servicing.

- (e) .

C.2.11 MASONRY SERVICES

The Contractor shall perform the following masonry services using the checklist in Section J, Exhibit 4.

The Contractor shall:

- (a) Inspect all stone and concrete work, including exterior and interior walks, floors, partitions, walls, and stone facing, for breaks, cracks, crumbling and other deterioration.
- (b) Make necessary repairs. Tiles, bricks or pavers shall be provided by the Embassy.

C.2.12 GENERAL MECHANICAL SERVICES

The Contractor shall perform the following general mechanical services using the checklist in Section J, Exhibit 4.

The contractor shall:

(a) Inspect and repair all garage doors, fences, gates, windows, sliding doors, doorstops, and interior fixtures, including door knockers, and pull cords.

(b) Inspect and clean all vents, including kitchen, bathroom, and dryer vents.

C.2.13 SAFETY EQUIPMENT SERVICES

The Contractor shall perform the following safety Equipment services using the checklist in Section J, Exhibit 4.

The Contractor shall inspect all fire extinguishers and fire extinguishing systems, smoke, heat, and carbon monoxide detectors in all areas for proper operation and report the results to the COR. Replace detectors, and change batteries. Detectors and batteries shall be provided by the Embassy.

C.3 MAJOR REPAIRS

The contractor shall immediately inform the COR or the Embassy Facilities Management Office of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the residential unit. The contractor shall also inform the COR of a major problem in the residential unit in a system or area that is not being serviced as well. The contractor shall be liable for the costs for any damage that occurs as a result of the contractor's negligence in its duty to inform the COR. The contractor shall make efforts to minimize such trouble or damage in systems or areas being serviced until proper corrective action can be taken.

Major and specialized repairs shall be carried out by the Government, independent of this contract.

C.4 CONTRACTOR PERSONNEL

All personnel assigned by the contractor for the performance of the respective services shall be regular employees of the contractor, and shall be supervised by the contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

C.5 SUPERINTENDENCE BY CONTRACTOR

The entire operation of the contracted services shall be superintended by the Contractor's bilingual (English/Urdu) liaison. The liaison shall coordinate the performance of the contracted services with the needs of the Government.

The liaison, or a qualified assistant, shall be on duty throughout the normal operating hours of the Embassy listed in Section F.8. The liaison shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays

C.6 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

- (a) Develop and maintain checklists of duties to be carried out,
- (b) Ensure these duties are carried out by the supervisory staff and senior employees, and
- (c) Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

The Contractor shall provide copies of all inspection reports to the COR.

The Contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The Contractor shall to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the Contractor.

C.7 INSPECTION BY GOVERNMENT

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

C.8 CLEANING SERVICES FOR REAL PROPERTIES

1.1 General Instructions

The Contractor shall provide a qualified work force meeting the contract requirements. The Contractor shall specific instructions for the work force to complete all necessary tasks on houses of various sizes. Each house cleaning must be completed in two (2) business days. Necessary staff must be provided by the Contractor to complete all tasks in time.

Real Property estimated sizes:

Type of House	# of Beds		Size of House in Sq. m.
	From	To	
Large House	5	8	418
Medium House	3	4	259
Small House	1	2	100

Type of Apartment	# of Apartments	# of Beds	Size of Apartment in Sq. Ft.
Large Apartment	64	3	2007
Medium Apartment	130	2	1474
Small Apartment	65	1	978

All houses are located in different sectors of Islamabad.

1.2 Types of Services

- A. Standard Cleaning Services including lawn care
- B. Carpet Wash
- C. Cleaning and shampooing upholstery
- D. Waxing floors
- E. General touch up cleaning
- F. Light cleaning

A. Standard Cleaning Services shall include the following work:

- Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases, walkways, entrance area, patios and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, mold, and other debris. Chairs, trash receptacles, rugs, and other moveable items shall be tilted or moved to clean underneath. When completed, the floor shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.
- Dusting and cleaning all furniture including sofas, dining tables, chairs, credenzas, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, telephones, lamps and other common things found in a house environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.
- Vacuuming all clean rugs and carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. 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.
- Vacuuming, dusting and cleaning, shades and other window accessories and dressings.
- Cleaning curtains and drapes shall include thoroughly washing, drying, hanging and steam ironing.
- Thorough cleaning of 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.
- Thorough cleaning of kitchens, sinks, countertops, appliances (microwaves, stoves, refrigerators, dishwashing machines). When completed, the area shall be free of grease, liquid spills, and dirt.
- Emptying all wastepaper baskets, ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.
- Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass tables protectors.
- Removing trash to designated area as directed by the COR or escort, and keeping trash area in a reasonably organized fashion.
- Polishing all brass surfaces including door and window handles, plaques.
- Dusting tops of tall furniture tops of picture frames.
- Clean and disinfect all appliances.

- Spot cleaning all baseboards and walls.
- Dusting window sills and blinds.
- Cleaning shutters as required.
- Sweeping and washing terraces and balconies to remove all accumulated dirt and debris.
- Wiping window blinds with a damp cloth to ensure that all smudges are removed.
- Cleaning interior and exterior window glass and sash of smudges and accumulated dirt.
- Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate.
- Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks. Cleaning all chandeliers and light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all crystal reflectors are individually washed.
- Washing the outsides and inside of the windows. When completed the windows shall be free of smudges, lint, or streaks from the surface. (When cleaning outside of windows vendor will ensure that safety procedures are followed).
- Where applicable clean with soap and water barbeque area, countertops and floors.
- Cleaning, dusting and removing ashes from fireplace, if present.
- Cleaning and removing any and all traces of mold, wherever they might appear in the house including but not limited to all types of walls, floors, ceilings, columns, etc.
- Cleaning gutters and down spouts of all collected debris, and roof debris and leaves. Pressures wash all drain piping. Clean manholes, hand holes, traps.
- Clean roof. Inform POC of any cracks or broken pipes or damaged manholes.
- Cut the grass inside the property and between the street and front wall; clean up grass clippings afterwards.

B. Floor Carpet and Rugs

The following cleaning will be done with the use of a COR approved steam cleaning machine (Bissell Spot Clean Pro, Portable Carpet Cleaner or similar recommended) and cleaning chemicals (see list of cleaning chemicals).

- Shampooing carpets
- Removing stains

- Drying carpets

Types of carpets

- Floor Carpets
- Floor Rugs

C. Cleaning of upholstery and cushions

The following cleaning will be done with the use of a COR approved steam cleaning machine (Bissell Spot Clean Pro, Portable Carpet Cleaner or similar recommended) and cleaning chemicals (see list of cleaning chemicals).

- Shampooing upholstery of sofas, chairs
- Removing stains
- Drying upholstery

Types of upholstered furniture

- Three seat sofa
- Loveseat
- Couch
- Dining chair

D. Waxing Floors per square meter

- Spot waxing and polishing floors

Types of floors

- Wood
- Tile
- Marble

E. General touch up cleaning

- General light dusting of all areas
- Touch up cleaning of all areas

F. Light Cleaning

The Contractor has to take the following measures to do “Light Cleaning” of particular house:

- Dusting of furniture.
- Mop entire floor of the house.
- Carpet vacuum cleaning.
- Wipe kitchen counters.
- Recheck for garbage remains inside the house- Removal
- Clean all mirrors of the house.

“Light cleaning” will be done on an as and when required basis without any extra cost, at a house where contractor has already completed the entire cleaning, but for any reason could not be occupied for a certain time. In such cases contractor shall be advised by POC to perform light cleaning of the same house. Light cleaning will not be required more than twice for any given house within a 45 day notice of original request. Payment will be released upon satisfactory completion of house cleaning. However, the contractor is bound to do the “Light Cleaning” as mentioned above and shall not claim any payment for these services.

SECTION D - PACKAGING AND MARKING

RESERVED

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-26	REPORTING NONFORMING ITEMS (DEC 2019)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

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The following Federal Acquisition Regulation clause(s) is/are incorporated by reference:

CLAUSE TITLE AND DATE

52.242-14 SUSPENSION OF WORK (APR 1984)

52.242-15 STOP-WORK ORDER (AUG 1989)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

52.211-12 LIQUIDATED DAMAGES – CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of PKR 10,000.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

F.2 PERIOD OF PERFORMANCE. The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with six (06) months extension. The initial period of performance includes any transition period authorized under the contract.

F.3. DELIVERABLES

The Contractor shall deliver the following items:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
H.12.2 – Biographies of Personnel	1	10 days after award	COR

H.3 – Bonds	1	30 days after award	CO
H.4 – Insurance/Licenses & Permits	1	30 days after award	CO
H.10.1 – Safety Plan	1	30 days after award	COR
H.7.1 – Waste Disposal Report	1	Last day of each month	COR

F.4 CONTRACTOR'S SUBMISSION OF WORK SCHEDULE FOR TASK ORDERS FOR MAJOR REPAIRS (If a schedule is desired from the contractor for individual task orders, it will be specified in the task order)

The time for submission of the schedules and General Instructions referenced in Section I, 52.236-15, "Schedules for Construction Contracts," Paragraph (a) is modified to reflect the due date for submission as 10 calendar days after receipt of an executed contract." The Contractor shall revise such schedules weekly:

- (a) to account for the actual progress of the work,
- (b) to reflect approved adjustments in the performance schedule, and
- (c) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government.

The Contractor shall submit a schedule that sequences work to minimize disruption at the job site.

All deliverables shall be in the English language and any system of dimensions (such as English or metric) shown shall be consistent with the contract. If the Contractor has failed to act promptly and responsively in submitting its deliverables, the Government in approving such deliverables shall allow no extension of time for delay. The Contractor shall identify each deliverable as required by the contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding on the Contractor. The completion date is fixed and may be extended only by a written modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor
- (c) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

The Contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the Contractor believes may result in completion of the project after the completion date. The notification shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. The Contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

F.7 NOTICE TO PROCEED (NTP)

(a) Following receipt from the Contractor of acceptable bonds or evidence of insurance within the time specified in Section H of this contract, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor shall then begin work.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

F.8 WORKING HOURS

The Contractor shall perform all work 0800 – 1630 hours from Monday through Friday except for the holidays identified in Sections I.15. The Contracting Officer may approve other hours. The Contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,

- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore

(a) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,

(b) cannot be overcome by reasonable efforts to reschedule the work, and

(c) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

The Government may hold a post award conference ten (10) days after contract award at U.S. Embassy, Diplomatic Enclave, Ramna-5, Islamabad to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

(b) The COR for this contract is Facilities Engineer, U.S. Embassy, Islamabad.

G.1.2 DUTIES

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

G.2 SUBMISSION OF INVOICES AND PAYMENT

Invoices shall be submitted one (01) in original to Financial Management Officer (FMO) and one (1) copy to the Contracting Officer (CO) at the following addresses:

FMO's Address:

Financial Management Office (FMO)
American Embassy, Islamabad
Diplomatic Enclave, Ramna-5
Islamabad - Pakistan

CO's Address:

Contracting Officer (GSO-Procurement)
American Embassy, Islamabad
Diplomatic Enclave, Ramna-5
Islamabad - Pakistan

G.2.1 GENERAL

The Contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.2.2 DETAIL OF PAYMENT REQUESTS

The Contractor's requests for payment, which shall be made no more frequently than monthly shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.2.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment to subcontractors and suppliers following the Contractor's contractual arrangements with them.

G.2.4 EVALUATION BY THE CONTRACTING OFFICER

The Contracting Officer shall make a determination as to the amount that is due after an inspection of the work. The Contracting Officer shall advise the Contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

G.2.5 ADDITIONAL WITHHOLDING

Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the Contractor any amounts necessary to cover:

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts that the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and costs for failure to make adequate progress.

G.2.6. PAYMENT

In accordance with 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

G.3 RECORDKEEPING REQUIREMENTS

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain, as a minimum, the following items:

(a) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work.

(b) **Reserved**

(c) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF ORAL TASK ORDERS

The Contracting Officer may issue oral task orders, as stated in Section B.4.1. Any oral task orders issued shall be confirmed in writing within three days when the Mission is open for business. U.S. or local holidays observed by the Mission and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three-day period. In all cases, the Contractor must begin work after receipt of an oral order, without waiting for written confirmation.

H.2 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

H.3 BOND REQUIREMENTS

H.3.1 TYPE OF BONDS

The Contractor shall furnish:

(1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or

(2) comparable alternate performance security approved by the Government such as a letter of credit shown in Section J.

H.3.2 TIME FOR SUBMISSION

The Contractor shall provide the bonds required by Paragraph H.1.1 within ten (10) days after contract award. Failure to submit:

(1) the required bonds other security acceptable to the Government;

(2) bonds from an acceptable surety; or

(3) bonds in the required amount,
may result in rescinding or termination of the contract by the Government.

The Contractor shall be liable for costs described in FAR 52.249-10, "Default (Fixed-Price Construction) if the contract is terminated.

H.3.3 COVERAGE

The bonds or alternate performance security shall guarantee:

- (a) the Contractor's completion of the work within the contract time,
- (b) the correction of any defects after completion as required by this contract,
- (c) the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and
- (d) the satisfaction or removal of any liens or encumbrances placed on the work.

H.3.4 DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. At that time, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.3.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.4 INSURANCE

H.4.1 AMOUNT OF INSURANCE

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

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

General Liability	
(1) Bodily injury on or off the site in PKRs:	
Per Occurrence	50,000.00
Cumulative	250,000.00
(2) Property damage on or off the site in PKRs:	
Per Occurrence	50,000.00
Cumulative	250,000.00

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

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

- (a) any property of the Contractor,
 - (b) its officers,
 - (c) agents,
 - (d) servants,
 - (e) employees, or
 - (f) any other person,
- arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

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

H.4.2 GOVERNMENT AS ADDITIONAL INSURED

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

H.4.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and the interpretation of the contract.

H.6 LANGUAGE PROFICIENCY

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

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

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

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

H.7.3 SUBCONTRACTORS

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all required licenses and permits.

H.7.4 EVIDENCE OF COMPLIANCE

The Contractor shall submit proper documentation and evidence of compliance with this clause to the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work that may have been accepted in writing under the contract.

H.9 MAINTENANCE OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall use only established site entrances and roadways.

H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises. The Contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

(b) Requests from Occupants. The Contractor shall refer to the Contracting Officer any request received by the Contractor from occupants of existing buildings to change the sequence of work.

(c) Access Limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 SAFETY

H.10.1 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as

specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy all lawful claims of any persons or entities employed by the Contractor, including:

- (a) subcontractors,
- (b) material men and laborers,
for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) or the premises as a result of nonperformance of any part of this contract.

H.11.2 APPROVAL OF SUBCONTRACTORS

(a) Review and Approval. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection.

(b) Rejection of Subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.12 CONTRACTOR PERSONNEL

H.12.1 REMOVAL OF PERSONNEL

The Contractor shall:

- (a) maintain discipline at the site and at all times;
- (b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and

(c) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

- (a) incompetent,
- (b) careless,
- (c) insubordinate or
- (d) otherwise objectionable, or
- (e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the Contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take **seven (7)** days to perform. For each individual the list shall include:

- (a) Full Name
- (b) Place and Date of Birth
- (c) Current Address
- (d) Identification number
- (e) Copy of National Identity Card (CNIC)

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.13 MATERIALS AND EQUIPMENT

H.13.1 SELECTION AND APPROVAL OF MATERIALS

(a) Standard of Quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

- (1) The names of the manufacturer;
- (2) Model number;
- (3) Source of procurement of each such product, material or equipment; and
- (4) Other pertinent information concerning the:

- (i) Nature,
- (ii) Appearance,
- (iii) Dimensions,
- (iv) Performance,
- (v) Capacity, and
- (vi) Rating

unless otherwise required by the Contracting Officer.

The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

H.13.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all items to the site as soon as practicable. The Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but that have not been delivered or secured at the site. The Contractor shall clearly indicate the use of such items for this U.S. Government project.

H.14 SURPLUS MATERIALS

Any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.15 SPECIAL WARRANTIES

H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.15.2 WARRANTY INFORMATION

The Contractor shall obtain and furnish to the Government all information that is required to make any subcontractor's, manufacturers, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.242-14, Suspension of Work.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)
- 52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 2020)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS (OCT 2010)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) Alternate I (FEB 1997)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
- 52.225-5 TRADE AGREEMENTS (FEB 2016)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGNPURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTERS OF CREDIT (NOV 2014)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JAN 2017)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACT (MAY 2014)
- 52.232-32 PERFORMANCE BASED PAYMENTS (APR 2012)

- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 BANKRUPTCY (JULY 1995)

- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) Alternate II (APR 1984)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)
- 52.245-1 GOVERNMENT PROPERTY (JAN 2017)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2. FEDERAL ACQUISITION REGULATION CLAUSES PROVIDED IN FULL TEXT

The following FAR clauses are provided in full text:

- 52.203-08 CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which-

- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (JUN 2020)

(a) *Definitions.* As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

I.3 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of clause)

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than PKR 1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of PKR 500,000;

(2) Any order for a combination of items in excess of PKR 3,000,000; or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is

not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within Three (3) days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source

(End of clause)

I.5. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of clause)

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

I.7 (RESERVED)

I.8 (RESERVED)

I.9 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

(a) As used in this clause-Contract-
“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$250,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A) the penal amount of payment bonds shall be 20 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 20% of the increased in contract price.

(i) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/c570.html>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has furnished labor or material for use in the performance of the contract.

(End of clause)

I.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.
(APR 1984)

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

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

I.11 RESERVED

I.12 652.243-70 NOTICES (AUG 1999)

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

(End of clause)

I.13 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

I.14 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

I.15 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

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

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

Pakistani Holidays

Eid ul Azha
Pakistan Day (March 23)
9th and 10th Muharram
Eid Milad un Nabi
Independence Day (Aug. 14)
Eid ul Fitr
Birthday of Quaid-e-Azam (Dec. 25)

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

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

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the

President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

(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 clause)

I.16 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

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

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

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized

(5) under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(6) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(7) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

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

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

I.17 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD
(AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

I.18 CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (FULL TEXT)

As prescribed in [4.2105\(b\)](#), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

EXHIBIT 1	LIST OF CURRENTLY HELD RESIDENTIAL PROPERTIES
EXHIBIT 2	SAMPLE TASK ORDER FORM
EXHIBIT 3	LIST OF PROPERTIES REQUIRING MAKE-READY SERVICES IN THE PREVIOUS CALENDAR YEAR
EXHIBIT 4	TECHNICAL SPECIFICATIONS AND CHECKLISTS
EXHIBIT 5	GOVERNMENT FURNISHED PROPERTY
EXHIBIT 6	SAMPLE MONTHLY REPORT FORM
EXHIBIT 7	CONTRACTOR FURNISHED PROPERTY
EXHIBIT 8	SAMPLE BANK LETTER OF GUARANTY
EXHIBIT 9	BREAKDOWN OF PROPOSAL PRICE BY DIVISION AND SPECIFICATION

EXHIBIT 1 - LIST OF CURRENTLY HELD RESIDENTIAL PROPERTIES

List of properties cannot be shared at this stage but it consists of more than one hundred (100) properties located in various sectors of Islamabad.

EXHIBIT 2 - SAMPLE TASK ORDER FORM

Task Order # _____

Page 1 of

Issuing office

Property # _____
or address _____

Issued Date:

Period of performance or completion date

Unit:

<u>Line item #</u>	<u>Description</u>	<u>Unit cost</u>	<u>Line item total</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contracting Officer's signature

Total cost

EXHIBIT 3 - LIST OF PROPERTIES REQUIRING MAKE-READY SERVICES IN THE PREVIOUS CALENDAR YEAR

List of properties requiring make-ready services cannot be shared but the approximate number of properties which went under make-ready in last one year is 100. It includes large and medium size houses.

EXHIBIT 4 - TECHNICAL SPECIFICATIONS AND CHECKLISTS

Plumbing Services Check List

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check bibcock			
Check bottle trap			
Check hand shower			
Check tape			
Check flush tank			
Check shower			
Check Bab cock			
Check flexible pipes			
Check mixtures			
Check Water closet			
Check bath tub			
Check bottle trap			
Check float drain			
Check Strainer			
Check tub stopper			
Check chain plug			
Check wash basins			
Check Sank			
Check basin waste			
Check water distiller			
Check services,			
Check Curtain rod			

• **Electrical Services Check List**

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check and clean all electrical items			
Check sockets			
Check switches			
Check pedestal fan			
Check ceiling fans and dimmers			
Check exhaust fans			
Check door bell			

Check all lights			
Check all wires connections			
Check security lights			
Check main panel			
Check Grounding			
Check main switches			
Check table lamp			
Check auto switch			
Check GFCI breakers			
Check All appliances			

- **HVAC Services Check List**

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check Ac service			
Check filters			
Check and trouble shoot the system			
Check gas charging			
Check ac protector			
Check drain line			
Check out door tray			
Check pipe insulation			
Check electrical connections			

- **Carpentry Services Check List**

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check all doors			
Check all cabinets			
Check all closets			
Check all mirrors			
Check all locks			
Check weather striping			
Check dead bolts			
Check tower bolts			
Check bath accessories			
Check all windows			
Check curtain relaying			

Check window blinds			
Check window escape hatch pull handles			

- **Roofing Services Check List**

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check all roofs for damage, ponding, deterioration			
Check all roof drains			
Check roof treatment			
Check roof tank			

- **Gardening Services Check List**

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check Set garden			
Check cutting/trimming of bushes, trees, away from security wire			
Check trimming grass			

- **Masonry Services Check List**

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check bath tile			
Check floor tile			
Check for wall cracks, crumbling			
Check driveways, walkways			
Check roof cracks			

- **General Mechanical Services Check List**

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check Motor block widow			
Check mono block			
Check deep well pump			
Check pressure pump			
Check welding work			

- **Safety Equipment Services Check List**

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check Smoke alarms			
Check Fire extinguisher			
Check for wood borer			
Check for any termite evidence			

EXHIBIT 5 - GOVERNMENT FURNISHED PROPERTY (GFP)

The following is list of properties that U.S. Government will furnish:

1. Electric water heaters
2. Water Filters
3. GFCI's 10mA
4. Filters for split type air conditioners if not available in local market
5. Electronic circuit / blower motor/ Fan motor for A/C's
6. Reverse cycle split type air conditioners
7. Exit doorlocks
8. Door viewers for exterior doors
9. Toilets, sinks, bath tubs, shower pans
10. Any pipes/conduit that exceed 10 meters for a single line item
11. Kitchen and Laundry appliances
12. Any other single item costing over 20,000PKR if approved by COR

EXHIBIT 6 - MONTHLY REPORT

Monthly Report for the Month of _____

U.S. EMBASSY, _____

1. Services Requested During the Month:

<u>Task Order</u>	<u>Location/Description</u>	<u>Dates</u>	<u>Status</u>

2. Other Notes (include task order number):

A. Problems Encountered:

B. Major Repairs Needed:

EXHIBIT 7 - CONTRACTOR FURNISHED PROPERTY

The Contractor shall use only environmentally-preferred chemical cleaning products. The Contractor shall identify products by brand name for each of the following product types:

(a) All-purpose cleaner:	
(b) General degreaser:	
(c) General disinfectant:	
(d) Graffiti remover:	
(e) Chrome and brass cleaner/polish:	
(f) Glass cleaner:	
(g) Floor Stripper:	
(h) Floor finisher:	
(i) Solvent spotter:	
(j) Gum remover:	
(k) Bathroom disinfectant :	
(l) Bathroom cleaner:	
(m) Bathroom deodorizers:	
(n) Urinal deodorizers:	
(o) Lime and scale remover:	

In addition, the contractor shall provide the material but not limited to the following against CLINs.

- 1 All kind of paint (ICI or burger)
- 2 Resin or plastic-based paint/Kitz
- 3 Varnishing/shellacking
- 4 Textured paint
- 5 All accessories for the installation of water heaters to include with 6" high stand fabricated by 1-1/2"x1-1/2" MS angle, black painted, 3 each valve(Kitz grade-1) 3/4" size, 3 each union 3/4", all other accessories such as tees, elbow, barrel nipples, and pipe 3/4" about 10feet. Electrical connection with 6mm cable Pakistan cable, dura duct, grounding wire, 30 Amp beaker for DB and earth leakage breaker exterior grade with cover near the heater. Provide materials for cover over heater. Contractor will install Temperature and Pressure relief Valve (TPRV) and TPRV drain piping.
- 6 All accessories for install of water filter to include elbows, connectors, valves etc.
- 7 Metal Table
- 8 Small metal shed
- 9 Copper grounding rod including wire
- 10 Sockets and switches. Provide and install SOKO/EURO type two with ground (Clipsal-Australia) including box
- 11 Breakers (Legrand) 20Amp
- 12 Breakers (Legrand) 16Amp

- 13 Ground wires 2.5mm² (Pakistan cable) including dura duct size 3/4"
- 14 Wire 4mm² (Pakistan cable)
- 15 Wire 4mm² (Pakistan cable) including dura duct size 3/4".
- 16 Wire 2.5mm² (Pakistan cable) with connection box including dura duct size 3/4".
- 17 RADAR Liquid level control switch ST-70ab. Made in Taiwan)
- 18 Exhaust fan metal body 8" inch size with louvers (Pak Fan)
- 19 Ceiling fan 56" (Pak fan).
- 20 LED light fixtures diffuser type. Double rod 36W each, 4' long
- 21 LED light fixtures diffuser type. Single rod 36W each, 4' long
- 22 LED light fixtures diffuser type. Double rod 18W each, 2' long
- 23 LED light fixtures diffuser type. Single rod 18W each, 2' long
- 24 FICO disconnect switch 100Amp
- 25 Metal tray (size 1'-6"x3') under outdoor units with outlet.
- 26 3/4" PVC pipe BETA exterior grade pipe.
- 27 American standard, refrigerant gas, insulation tape, aero flex pipes, duct tape, PVC pipe
- 28 Remote control batteries AA and AAA Duracell
- 29 Weather strip 2" wide, 1/4" thick rubber
- 30 Lock BAGATI 500, or YANK knob lock, or AM FAULTLESS high grade locks hand type
- 31 Cabinets and lock for cabinets KG or 808
- 32 Mesh screen of aluminum/wooden windows
- 33 Door stopper (heavy duty, best quality)
- 34 Door handles and hinges on cabinets and closets. (heavy duty, best quality)
- 35 Plywood 1/8" thick deodar or teak
- 36 Wooden architrave
- 37 Wooden base board
- 38 Windows blinds, aluminum (blinds shall be Butterfly blinds)
- 39 D-type curtain railing with double rod (aluminum) including fitting and accessories. Base shall be of deodar wood
- 40 Heavy duty drawers rail including accessories
- 41 Window glass 5mm thick clear or tinted glass including fitting.
- 42 Doorbell (Dingdong)
- 43 Wire 6mm²
- 44 Wire 10mm²
- 45 Conduit sch. 40 PVC exterior grade electric conduit
- 46 Sch. 80 fittings, hangers, clips etc.

EXHIBIT 8 - SAMPLE LETTER OF BANK GUARANTY

Place []]

Date []]

Contracting Officer
U.S. Embassy, [*Post name*]
[*Mailing Address*]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [*amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period*], which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [*contract number*] for [*description of work*] at [*location of work*] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [*name of contractor*] of [*address of contractor*] on [*contract date*], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [*name*]

Address: _____

Representatives: _____ Location: _____

_____ State of Inc.: _____

_____ Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

EXHIBIT 9 - UNITED STATES DEPARTMENT OF STATE BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) Division/Description	(2) Labor	(3) Materials	(4) Overhead	(5) Profit	(6) Total
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL:					

Allowance Items:

PROPOSAL PRICE TOTAL: IN PKR

Alternates (list separately; do not total):

Offeror: _____ *Date* _____

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

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.
(APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;
or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

- (a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$250,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions

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

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) 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:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

(End of provision)

K.4. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **238990, 561720**.

(2) The small business size standard is **\$15M (238990), \$18M (561720)**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-24](#) Representation Regarding Certain Telecommunications and Video Surveillance Services Or Equipment (see full text on pages 101-104)

(vii) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations (see full text on pages 104-105)

(viii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(ix) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(x) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(xi) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xiii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiv) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xviii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xix) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xx) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xxi) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxii) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxiii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiv) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxvi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) [52.227-6](#), Royalty Information.

____ (A) Basic.

____ (B) Alternate I.

___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM

(End of provision)

K.5 RESERVED

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and
(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS
– CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification.* [Offeror shall check either (1) or (2).]

_____ (1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; or

_____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K.8 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

“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.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

K.9 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

Telephone No.: _____

K.10 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

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

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

K.11 RESERVED

K. 12 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

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

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under Section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in Section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly

exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

K.13. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

(1) It is, is not an inverted domestic corporation; and

(2) It is, is not a subsidiary of an inverted domestic corporation.

K.14 (a) **52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

As prescribed in [4.2105\(a\)](#), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained:

Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

(b) 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

K.15 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

(a) *Definitions.* As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It is is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 a full exemption, or partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.**

(End of provision)

K.16 The following provision is incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN
CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO
IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS— COMPETITIVE ACQUISITION (JAN 2004)
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery indefinite-quantity contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from “Senior General Services Officer, American Embassy, Ramna-5, Islamabad”.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.3 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Offerors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements shall make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY on written interpretations by the Contracting Officer.

L.4 SUBMISSION OF OFFERS

L.4.1 GENERAL

This solicitation is for the performance of the construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits that are a part of this solicitation.

L.4.2 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1	<u>Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u>	<u>1</u>
2	Price Proposal and completed <u>Section B - SUPPLIES OR SERVICES AND PRICES/COSTS.</u> The price proposal shall include a completed <u>Section J, Exhibit 9, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS."</u>	<u>2</u>
3	Business Management/Technical Proposal.	<u>3</u>

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF-1442).

Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

*The total number of copies includes the original as one of the copies.

L.4.3 DETAILED INSTRUCTIONS

L.4.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete Blocks 14 through 20C of the SF-1442 and all of Section K (including checking the appropriate boxes under following FAR Clauses),

- FAR 52.204-24, (d) (1),
- FAR 52.204.24, (d) (2), and
- FAR 52.204-26, (c).

L.4.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. All applicable portions of this form shall be completed in each relevant category (such as labor, materials, etc.).

L.4.3.3 Volume III: Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a bar chart indicating when the various portions of the work will be started and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned start and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

(9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;

(10) Percent turnover of contract key technical personnel per year; and

(11) Any terminations (partial or complete) and the reason (convenience or default).

L.5 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been schedule for:

The pre-proposal conference/Site visit will be held on **October 01, 2020 at 1400Hrs** (local time) at (Location will be announced through a separate email). Prospective offerors/quoters should contact at the following email address: Islamabad-GSO-Contracting@state.gov on or before **100Hrs September 25, 2020** for additional information or to arrange entry to the building.

(c) Participants will meet at (Location will be shared with the interested offerors)

(d) Only one person will be allowed for the pre-bid site visit because of the current pandemic.

L.6 PREPROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on same day soon after the pre-bid site visit i.e. October 01, 2020. Location will be shared to the interested offerors. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, oral questions may be taken.

L.7 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name] , at [insert telephone and fax numbers] . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:
Between USD 150,000 and 225,000.

L.9 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past three (3) years;

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

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

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

M.1.2. BASIS FOR AWARD

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

(a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing a significant amount of the required.

(b) Technical Acceptability

After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in Section L to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time. The end result of this review will be a determination of technical acceptability or unacceptability.

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

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

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

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

M.1.3 AWARD SELECTION

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

M.2 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

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

(End of provision)

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B of this solicitation.

M.4 SEPARATE CHARGES

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