

## Section A

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES			
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO.		4. TYPE OF SOLICITATION		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.			
		19-J010-20-R-0001		[ ] SEALED BID (IFB) [x] NEGOTIATED (RFP)		September 17, 2020					
7. ISSUED BY				CODE		8. ADDRESS OFFER TO (If other than item 7)					
American Embassy Amman, Jordan. Abdoun, Al-Umawyeen St. Phone: 962-6-590-6000 Fax: 962-6-592-0163 Email: AmmanRFQ@state.gov											
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <b>three (3)</b> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in American Embassy, Amman until <b>November 02, 2020 at 04:00</b> (local time). <b>The U.S. Embassy Amman, Jordan. Abdoun, Al-Umawyeen St. Email: AmmanRFQ@state.gov.</b>											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME			B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS			
		Haitham AlZuhlof Alzuhlohf@state.gov			AREA CODE NUMBER EXT 962-6-590-6025			AmmanRFQQuestions@state.gov			
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <b>120</b> calendar days (120 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)				10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		CALENDAR DAYS	
				%		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents ) numbered and dated:				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS				17. SIGNATURE		18. OFFER DATE			
<b>SOLICITATION (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTRATION BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE							
26. NAME OF CONTRACTING OFFICER (Type or print) <b>Cynthia Jachim</b>						27. UNITED STATES OF AMERICA			28. AWARD DATE		
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.											

## **PART I - THE SCHEDULE**

### **SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

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

The Contractor shall provide cleaning/janitorial and disinfection services for U.S. Embassy Amman - Jordan.

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

This is a fixed price contract with indefinite delivery/indefinite quantity for temporary/additional services.

#### **B.3 TYPES OF SERVICES**

- (a) Standard Services. The Contractor shall provide standard janitorial services as specified in Section C within the buildings and spaces listed in Exhibit A.
- (b) Temporary Additional Services for Standard Cleaning/Janitorial

The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer's Representative (COR) through a written order. Temporary Additional Services delivered shall be in addition to the Standard Services, and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section C.

- (c) Temporary Additional Services for Disinfection/Cleaning.

The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer's Representative (COR) through a written order. Although infected individuals are the primary source of infection with COVID-19, the virus can survive on surfaces. Potential transfer of infectious material from surfaces could result in infection. Handwashing and not touching the face are the primary recommended interventions. Some sources suggest the virus can live for up to 9 days, but more likely about 48 hours. Colder, moister conditions appear to promote its longevity. The longer since the individual left the premises and the absence of bodily fluids decrease the risk, the disinfection services shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section C.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity the minimum and maximum amounts are defined below:

**Minimum:** The Government shall place orders totaling a minimum of **100 square meters per year**. This reflects the contract minimum for the base year and option period.

**Maximum:** The amount of all orders shall not exceed **250,000 square meters**. This reflects the contract maximum for the base year and each option period for temporary/additional services.

B.4 PRICING

(a)The Government will pay the Contractor a fixed price per month for Standard Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Services ordered each month by the Government for satisfactorily completed work.

(b)The Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Services.

(c)The Government will also reimburse the Contractor at the purchase price for any materials or equipment ordered by the Government for Temporary Additional Services.

(d)The cost of Workers' Compensation Insurance (Defense Base Act) (See Section I, FAR 52.228-3) is not reimbursable and shall be included in the Contractor's rates.

(e)The Government will make payment in Jordanian Dinars.

(f)VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

<b>B.5 Base Year Prices in Jordanian Dinar</b>		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months)		
Price per Month	12 months	Price per year
	X12	
(b) Temporary Additional Services. The unit fixed price is		
b.1 Additional "standard" cleaning/janitorial services		
Price per square Meter	Estimated Number of square Meters per Year	Total Not to Exceed Price per Year
	15,500 square meters	
b.2 Additional disinfection/cleaning services		
Price per square Meter	Estimated Number of square Meters per Year	Total Not to Exceed Price per Year
	25,000 square meters	
<b>Total Not to Exceed Price for Base Year (a+b1+b2)</b>		

<b>B.6 Option Year 1 Prices (Option Term: Twelve (12) Months) in Jordanian Dinar</b>		
(a) Standard Services. The fixed price for Option Year 1 of the contract is:		
Price per Month	12 months	Price per year
	X12	
(b) Temporary Additional Services. The unit fixed price is		
b.1 Additional "standard" cleaning/janitorial services		
Price per square Meter	Estimated Number of square Meters per Year	Total Not to Exceed Price per Year
	15,500 square meters	
b.2 Additional disinfection/cleaning services		
Price per square Meter	Estimated Number of square Meters per Year	Total Not to Exceed Price per Year
	25,000 square meters	
<b>Total Not to Exceed Price for Option Year 1 (a+b1+b2)</b>		

<b>B.7 Option Year 2 Prices (Option Term: Twelve (12) Months) in Jordanian Dinar</b>		
(a) Standard Services. The fixed price for Option Year 2 of the contract is:		
Price per Month	12 months	Price per year
	X12	
(b) Temporary Additional Services. The unit fixed price is		
b.1 Additional "standard" cleaning/janitorial services		
Price per square Meter	Estimated Number of square Meters per Year	Total Not to Exceed Price per Year
	15,500 square meters	
b.2 Additional disinfection/cleaning services		
Price per square Meter	Estimated Number of square Meters per Year	Total Not to Exceed Price per Year
	25,000 square meters	
<b>Total Not to Exceed Price for Option Year 2 (a+b1+b2)</b>		

<b>B.8 Option Year 3 Prices (Option Term: Twelve (12) Months) in Jordanian Dinar</b>		
(a) Standard Services. The fixed price for Option Year 3 of the contract is:		
Price per Month	12 months	Price per year
	X12	
(b) Temporary Additional Services. The unit fixed price is		
b.1 Additional "standard" cleaning/janitorial services		
Price per square Meter	Estimated Number of square Meters per Year	Total Not to Exceed Price per Year
	15,500 square meters	
b.2 Additional disinfection/cleaning services		
Price per square Meter	Estimated Number of square Meters per Year	Total Not to Exceed Price per Year
	25,000 square meters	
<b>Total Not to Exceed Price for Option Year 3 (a+b1+b2)</b>		

<b>B.9 Option Year 4 Prices (Option Term: Twelve (12) Months) in Jordanian Dinar</b>		
(a) Standard Services. The fixed price for Option Year 4 of the contract is:		
Price per Month	12 months	Price per year
	X12	
(b) Temporary Additional Services. The unit fixed price is		
b.1 Additional "standard" cleaning/janitorial services		
Price per square Meter	Estimated Number of square Meters per Year	Total Not to Exceed Price per Year
	15,500 square meters	
b.2 Additional disinfection/cleaning services		
Price per square Meter	Estimated Number of square Meters per Year	Total Not to Exceed Price per Year
	25,000 square meters	
<b>Total Not to Exceed Price for Option Year 4 (a+b1+b2)</b>		

<b>B.10 Grand Total of Base plus All Option Years in Jordanian Dinar</b>	
Base Year Total in Jordanian Dinar	
Option Year 1 Total in Jordanian Dinar	
Option Year 2 Total in Jordanian Dinar	
Option Year 3 Total in Jordanian Dinar	
Option Year 4 Total in Jordanian Dinar	
<b>Grand Total of Base plus All Option Years in Jordanian Dinar</b>	

## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT Standard cleaning/janitorial services

#### C.1 WORK REQUIREMENTS

C.1.1 General. The Contractor shall provide cleaning /janitorial services for the U.S. Embassy in Amman - Jordan. The Contractor shall perform cleaning /janitorial services in all designated spaces including, but not limited to, halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators, stairways, shops, roofs, walkways, driveways, landscapes, kitchens, surrounding roads and landscapes, surrounding walkways, appliances, offices equipment and furniture, water dispensers, air outlets and inlets, plant room services rooms, fountains, grease traps, blinds, windows, doors, gates, entrances buildings, bins and containers, rugs, carpet, elevators, toilets (including WCs, walls, basins, and cubical) all walls at showers, warehouses and stairways. (This list is not a comprehensive list but merely shows the extent of the required cleaning.) The contractor shall provide packaging and collecting services for the Embassy's recycling program including papers and paper materials, glass, cans, and plastics.

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

C.1.2 Personnel. The Contractor shall provide a qualified work force meeting the contract requirements. The workforce shall be able to provide the services identified in Section J, Exhibit A, Locations and Time Frames for Janitorial Services.

#### C.1.3 General Requirements.

##### C.1.3.1 Definitions.

"General Instructions" mean those instructions, directives, and guidelines that apply to all janitorial personnel.

"Chancery" means the old existing office buildings (North and South Chancery)

"NOX" means the "New Office Annex" building.

"CMR" means the official residence of the ambassador.

"Daily" means 5 days per week, on each non-holiday workday.

C.1.3.2 The Contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after award of the contract. The COR must evaluate these general instructions before issuance.

#### C.1.4 Duties and Responsibilities.

C.1.4.1 Certain areas specified in Section J, Exhibit A require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.

C.1.4.2 Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis.

C.1.4.3 Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The COR shall determine the schedules presented which meet the needs of the individual facility.

C.1.4.4 Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in paragraph C.2.1 of this contract. The COR shall order these services as needed. This work shall be performed by trained employees of the Contractor and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24-hour advance notice.

C.1.4.5 The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

C.1.4.6 The Contractor shall provide Personal Protective Equipment (PPE) for its employees. Such PPE shall include work gloves, latex gloves for use with cleaning products, latex gloves protect against pathogens, dust masks, face shields, harnesses, helmets, rubber boots or other shoe protection, any other PPE required by the task being performed.

C.1.4.8 Time schedule showing tasks, locations and frequencies must be submitted including the procedures, materials and tools to be used. The vendor must review all professional industrial tools and machines provided and submit any additional equipment requests that may be needed to complete the tasks required including but not limited to professional vacuum wet carpet cleaning machines, industrial high-pressure pump washing machine, and more. All tools, equipment, and procedures must be submitted for COR evaluation within first week of contract. If any more machines are needed during the contract period or requested, the contractor must submit this for COR evaluation.

## C.2 TYPES OF SERVICES

C.2.1 Standard Services shall include the following work:

### **C.2.1.1 Daily (D) Cleaning Requirements shall consist of:**

C.2.1.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases, and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day when it is rainy or snowy. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.

C.2.1.1.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and CRT screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.

C.2.1.1.3 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. The Contractor shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and then replace them in the original position.

C.2.1.1.4 Thorough cleaning of all toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall replace paper towels, toilet paper, and soap in all bathrooms. The Contractor shall check those areas used by personnel visiting the chancery several times daily to ensure that the facilities are always clean and neat.

C.2.1.1.5 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 once a day.

C.2.1.1.6 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, reception booths, cubicle partitions, and elevators.

C.2.1.1.7 Removing trash to designated area as directed by the COR and keeping the trash area in reasonably clean condition.

C.2.1.1.8 Sweeping debris from walkways and driveways once a day in general areas and three times a day at the Consular Section Entrance Area, and hose cleaning them once every four months during the year or as needed, taking into consideration environmental restrictions on water if necessary.

C.2.1.1.9 Thorough cleaning of toilet area at the Ambassador's office, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall refill paper towels, toilet paper, and soap in all bathrooms.

C.2.1.1.10 Thorough cleaning of the Health Unit using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall refill paper towels, toilet paper, and soap in all bathrooms. The health unit special requirements: Daily cleaning is required of the health unit, consisting of dusting, cleaning of counter surfaces and toilet bowls, trash removal, with separation and separate handling of bio-hazardous waste and general trash. Floors shall be mopped and buffed weekly, scrubbed and waxed monthly at a minimum. Some locations may require more frequent services. Light fixtures shall be dusted monthly and fixtures washed at least annually. Windows shall be cleaned quarterly at a minimum. Soap, towel, and toilet tissue shall be available at all sinks and lavatories.

C.2.1.1.11 Deliver/Change the drinking water bottles in the water dispensers as needed. Maintain the dispensers by cleaning both the bottle and dispenser by wiping all dust with a clean cloth. Avoid contaminating the water with dirt and dust by carefully wiping away from the potable surfaces with COR approved methods. Change drinking water bottles and maintain the water dispenser container by removing excess water from collection tray. Bottles broken by the contractor during handling may be charged 5 JD for each and this money will be deducted from the next invoice.

C.2.1.1.12 Elevator interiors shall be cleaned with appropriate cleaning products to be free of dust, dirt, smudges, and stains by using clean dusting and appropriate cleaners. Brushed chrome, plastic, and stainless-steel control panels on each landing and in the cabinet shall be cleaned and polished with appropriate cleaning materials.

C.2.1.1.14 Contractor shall launder all cleaning rags, cloths, mops etc. after each use.

C.2.1.1.15 Contractor shall provide towel service for both gyms (in the NOX and in the North Chancery). Used towels must be washed each day and returned to the gym folded.

C.2.1.1.16 Contractor shall provide day porter service for all restrooms, entrances, dining areas, and public areas. Services will include monitoring restroom cleanliness and paper stock hourly. Restroom will be cleaned if needed. Monitor trash in public areas and remove when full. Sweep, vacuum, and mop any areas as needed.

**C.2.1.2 Weekly (W) Periodic Cleaning Requirements shall consist of:**

C.2.1.2.1 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. The Contractor shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and then replace them in the original position.

C.2.1.2.2 Extract/shampooing small areas on carpets as requested, with manufacturer approved products/methods.

C.2.1.2.3 Dusting windowsills and blinds.

C.2.1.2.4 Polishing all brass surfaces including door and windows handles, plaques, etc.

C.2.1.2.5 Dusting tops of tall furniture, tops of picture frames, and areas not covered in daily dusting.

C.2.1.2.6 Sweeping and washing terraces and balconies to remove all accumulated dirt and debris.

C.2.1.2.7 Clean, sweep, and mop with approved cleaner all warehouse storage areas to be free of soil. Trash shall be removed. All shelves and items on shelves shall be dusted with dry clean dust cloth.

C.2.1.2.8 Cleaning and sanitizing the trash holding area.

**C.2.1.3 Monthly (M) Cleaning Requirements shall consist of:**

C.2.1.3.1 Cleaning of common area appliances, refrigerators, and microwaves with non-abrasive, non-residual cleaner.

C.2.1.3.2 Spot cleaning baseboards and walls.

C.2.1.3.3 Spot waxing and polishing floors as needed.

C.2.1.3.4 Wiping window blinds with a damp cloth to ensure that all smudges are removed.

C.2.1.3.5 Cleaning inside window glass and sash of smudges and accumulated dirt.

C.2.1.3.6 Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate.

C.2.1.3.7 Cleaning, dusting and sanitizing inside of the Basement Storage Area and all doors where exist.

C.2.1.3.8 Cleaning shutters as required.

C.2.1.3.9 Cleaning and sanitizing with non-toxic supplies the water dispensers.

C.2.1.3.10 Cleaning inside window glass and sash of smudges and accumulated dirt. Special care must be taken on procedures and materials so that the glass and films will not be harmed. The COR must evaluate all used materials.

C.2.1.3.11 Clean and wash with appropriate cleaning product all fountains, walls, floors, and lighting at the Ambassador Residence.

**C.2.1.4 Quarterly (Q) Cleaning Requirements shall consist of:**

C.2.1.4.1 Removing and washing window blinds.

C.2.1.4.2 Shampooing the entire surface of carpets in the high traffic areas.

C.2.1.4.3 Cleaning all tiles, seals, and plaques using appropriate methods to restore the original luster to those parts.

C.2.1.4.4 Clean the interior and exterior of the skylights.

**C.2.1.5 Semi-Annual (SA) Cleaning Requirements shall consist of:**

C.2.1.5.1 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats.

C.2.1.5.2 Extract/Clean/Shampoo carpets in all areas.

C.2.1.5.3 Dusting and wiping all light fixtures. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.

C.2.1.5.4 Washing the outsides of the windows. When completed, the windows shall be free of smudges, lint, or streaks from the surfaces

C.2.1.5.5 Clean and shine all the copper/brass and metal pieces: door handles, metal kick plates on doors, room I kept FAC respond for CO determination. signs, doors and door frames, partitions I kept FAC respond for CO determination., windows and frames, wooden and white boards, clocks, etc.

**C.2.1.6 Annual Cleaning Requirements shall consist of:**

C.2.1.6.1 Cleaning all the window glass, normally after the rainy season.

C.2.1.6.2 Cleaning gutters and down spouts of all collected debris before the rainy season.

### C.3 MANAGEMENT AND SUPERVISION

#### C.3.1 Contractor Management.

C.3.1.1 Supervision. The Contractor shall designate a representative who shall always be responsible for on-site supervision of the Contractor's workforce. This project manager shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The project manager shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The project manager shall have supervision as his or her sole function. The representative shall have adequate housekeeping experience. He/she must be submitted for approval to the COR. Approval will be based on his technical and managerial experiences.

C.3.1.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan of the personnel to be used and the time frame to perform the service. A scheduled work plan will be approved by COR and the schedule will be loaded into the Embassy CMMS program. All additional work requests will be approved through Embassy CMMS program as defined in C.1.4.8

C.3.1.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

C.3.1.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

C.3.1.5 BBP (Blood Borne Pathogen) training will be provided to the contractors. The U.S. Embassy Health Unit will provide this training at least annually and as needed. All of the Contractor's personnel must attend this training. The Health Unit will also provide written protocols for cleaning infectious areas and specialized personal protective equipment (PPE) as required.

#### C.4 Environmental Requirements:

##### C.4.1 Planning

The Contractor shall:

**C.4.1.1** Develop and maintain Standard Operating Procedures (SOPs) that govern cleaning procedures, training, chemical handling, equipment maintenance, and quality assurance.

**C.4.1.2** Develop a Building-Specific Green Cleaning Plan that describes how the building will be cleaned effectively while protecting human health and the environment. The Plan shall describe the methods, materials, and equipment used under the contract. In addition to typical cleaning concerns, the Green Cleaning Plan shall meet the following requirements:

- a. Develop and implement a floor maintenance plan, consistent with manufacturers' maintenance recommendations, to extend the life of flooring through routine, periodic, and restorative cleaning operations.
- b. Determine schedules of routine cleaning operations, activities performed periodically, equipment operation and maintenance, cleaning inspections, and accident preparedness plans.
- c. Schedule of cleaning operations detailing the minimum frequency required to clean and maintain the area to a level that adequately protects human health and the environment.
- d. Schedule of cleaning operations shall be reviewed at a minimum of twice per year and adjusted as needed in response to the changing needs of the building and its occupants.
- e. Provide a detailed description of how green cleaning operations shall address:
  - i. Cleaning procedure requirements for such special areas as high-traffic areas, dining and food preparation areas, laboratories, and entryways.
  - ii. Storage and use of chemicals within the facility, including consideration of proper ventilation, dilution control procedures, adequate security, and proper management of the area.
  - iii. Vulnerable populations such as children, asthmatics, and pregnant women.
  - iv. Indoor sources of contaminants or pollution, both temporary and permanent, such as building renovations, indoor plants, and new carpet installations.
  - v. Cleaning in areas with special engineering concerns such those with inadequate ventilation, poor lighting, and restricted access.
  - vi. Seasonal or periodic conditions and periods of increased or decreased use (e.g., school vacation closures).
  - vii. Specialty cleaning requirements or conditions that may affect the frequency of cleaning or negatively impact human health or the environment.

#### C.4.2 Powered Cleaning Equipment and Supplies

The Contractor shall provide vacuum cleaners with HEPA filters. Filters shall be changed or cleaned according to the manufacturer's instructions.

#### C.4.3 Entry Way Mats

Place washable mats in door exteriors and wash the mats as needed to prevent dirt from entering the building and maintain them in a clean appearance.

#### C.4.4 Waste, Recycling, and Composting

**C.4.4.1** Service providers shall support the U.S Embassy-Amman in meeting its waste, recycling, and composting goals, policies, and laws through compliance with collection and disposal guidelines outlined in these requirements:

- a. **Trash:** All trash (including restrooms) shall be collected and removed. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Liners for all trash, debris containers, recycling, and composting bins shall comply with the sustainable cleaning supplies specification.
- b. **Recycling:** The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas. Recycling containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Liners for all trash, debris containers, recycling, and composting bins shall comply with the sustainable cleaning supplies specification.
- c. **Waste and Recycling Bins:** Cardboard recycling boxes shall be provided by the Contractors to each department within the facility when requested by the facility. Multiport waste common area stations shall be provided by the Contractors to each common area (i.e. break room, lunchroom, etc.) within the facility when requested by the facility.
- d. **Hazardous Materials:** The Contractor shall notify the contract officer, facility manager, and/or maintenance supervisor of any item or material identified by the EPA and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, observed in the trash or recycling receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries.
- e. **Medical Sharps:** Medical sharps shall be disposed of by the Contractor in accordance with the State Department requirements or according to local regulations.
- f. **Trash, Recyclables, and Compostable Collection and Disposal Process:**
  - i. The Contractor shall provide clearly labeled "Recycling Only" Utility Collection Carts to collect and transport recyclable materials within the Facility. The Contractor shall never store or transport recyclables and trash together (even if bagged separately) in the same Utility Collection Cart, unless is a compartmentalized cart in order to avoid or give the appearance of contamination.

- ii. The Contractor shall collect recyclables on a daily basis from offices where large and mid-sized centralized containers are located. Utility Collection Carts containing recyclable materials shall be taken to the loading dock or designated hauling pick-up point within the premises to be emptied into “Recycling” designated hauling containers for transport to a recycling center.
- iii. Contractor shall provide descriptive labels (Arabic and English) on all containers used to transport trash or recyclables to the loading dock or designated hauling pick-up point within each building.
- iv. Contractor shall, at a minimum collect for recycling purposes the following materials: mixed office paper, newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner cartridges, or other recyclable materials as deemed appropriate by the Embassy.
- v. Contractor shall pull corrugated containers from the trash stream and place them in designated recycling containers. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler. Note: corrugated cardboard must never be placed in trash dumpsters or compactors for disposal.
- vi. The Contractor shall set aside all broken furniture, wooden pallets, and similar large objects for bulk collection pick up.
- vii. The Contractor shall support the U.S. Embassy-Amman in implementing composting programs through implementing agency guidelines for proper collection and disposal of compostable waste, including food waste, where applicable.
- viii. The Contractor shall weigh each month all recycling materials using scales (1) existing at the facility, (2) on hauler’s trucks equipped with weighing capability, or (3) provided by the Contractor under the direction of the contract administrator. The Contractor shall complete and submit the monthly Recyclable Weight Report to the Contract Officer.

#### **C.4.5 Communications**

The Contractor shall develop a communications strategy. The communications plan shall be developed in conjunction with facility managers.

1. Contractors shall:
  - a. Ensure that a system is in place for cleaning service employees to provide comments and suggestions about workplace issues and suggestions for improvements in the provision of services.

- b. Communicate to the facility management or owners of the building the presence of pests and any maintenance issues discovered while performing cleaning operations.
- c. Provide materials to facility managers that define opportunities for building occupants to reduce the need for more intensive cleaning processes or treatments (e.g., reporting spills and making attempts to reduce clutter in personal spaces).
- d. Obtain prior approval from the COR for any cleaning products used in the building. This shall include a list of all chemicals that may be used. It also shall include the name, address, and phone number of the contact person; a statement that the contact person maintains the product labels and Material Safety Data Sheets (MSDSs) of each product used in the building; and information that the label or MSDSs are available for review upon request. The contact person shall be available for information and comment.
- e. Provide product MSDSs in a timely manner upon request.
- f. Janitorial service providers may request facility managers to identify building occupants with special needs or sensitivities (to dust, chemicals, noise levels, etc.) and have a process in place to work with management, cleaning staff, and individuals to mitigate the problem.

#### **C.4.6 Training**

Contractors shall train all cleaning staff in the proper handling of chemicals, use of equipment, proper cleaning procedures, and safe and proper disposal of chemicals as detailed below:

- a. The Contractor is required to train all cleaning personnel on standard operating procedures, the proper sequencing of cleaning steps, and the proper use of personal protective equipment when hired. This training may occur before personnel are assigned to a facility or it may be conducted at the site, before beginning independent work.
- b. As part of initial training, the Contractor shall provide all personnel standard safety training focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by janitorial service providers and their personnel, and proper and safe disposal of chemical products.
- c. The Contractor shall provide site-specific training for all cleaning personnel focusing on standards for the facility to which they will be assigned. Site-specific training shall cover: the facility-specific cleaning plan; tailored procedural training based on the building-specific Green Cleaning Plan; and hazardous communication standards.
- d. The Contractor shall provide all employees continuing training and/or education on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and pertinent environmental standards. For new hires, at least 12 hours of this training must be provided upon initial employment, followed by 24 hours of in-service training, continuing education, and/or professional development opportunities on an annual basis. Contractor

management/supervisors shall have at least 24 hours of in-service training and/or education on an annual basis.

- e. Records of training shall be maintained on each employee for all training specified within this solicitation and submitted annually to the COR. The documentation shall include a general outline of information covered in the training, the name and qualifications of the trainer, and the date(s) and duration of the training or courses. For current employees, records shall be retained for two years from their hiring date; records shall be retained for one year for former employees.

#### **C.4.7 Reporting**

The contractor shall document that the products and services supplied under this contract comply with key environmental criteria noted above. The contractor shall submit the following information to the COR of contact:

**C.4.7.1 Cleaning and Disinfecting Product List:** To be provided upon contract signing and whenever changes are made in excel or word via e-mail, and provide at minimum:

- a. Product type (degreaser, detergent, etc.)
- b. Product name
- c. Applicable eco-label or how product meets stated environmental requirement

**C.4.7.2 Material Safety Data Sheets and Product Labels** for all cleaning products used to be provided to facility managers upon contract signing in a binder. Binder is to be updated whenever changes are made.

**C.4.7.3 Building Specific Green Cleaning Plan** – To be provided twice per year starting within 30 days of signing the contract. The plan shall be provided in Word, Excel, or PDF and delivered via email. The plan shall address the Building Specific Green Cleaning Plan Requirements outlined in Section C.5 Planning Requirements.

**C.4.7.4 Training Curriculum** – To be provided annually from date of contract signing and whenever changes are made. The training curriculum shall be provided in word or .pdf via email.

**C.4.7.5 Training Records** - To be provided annually from date of contract signing in word or .pdf via email. Training records submitted shall address training records requirements outlined in Section C.5 Training Requirements.

**C.4.7.6 Standard Operating Procedures-** To be provided upon contract signing and on an annual basis in word or .pdf via email.

**C.4.7.7 Communications Strategy-**To be provided upon 30 days of contract signing, whenever changes are made, and on an annual basis in word or .pdf via email. The communication strategy shall address requirements outlined in Section C.5 Communications Requirements.

**C.4.7.8 Environmentally Preferable Products and Services (EPPS) Report** – To be provided annually or as requested in Excel and delivered via email. The report shall include:

- a. Janitorial services contractor name

- b. Contract No.
- c. Contract award date
- d. Company from which cleaning products and supplies were purchased
- e. Date of purchase
- f. Product description - manufacturer description of product
- g. Corresponding environmentally preferable product type based on the product types included in the DC Janitorial Services and Cleaning Supplies Environmental Guidance Documents (ex. toilet paper) (Applicable Documents #12, 33)
- h. Number of units purchased
- i. Price per unit
- j. Total cost
- k. Compliance with DC environmental criteria – Indicate how product purchased meets DC environmental criteria (ex. Green Seal certification). If the environmental requirement was not specified in the solicitation, indicate NA.
- l. Recycling Report – To be provided monthly in excel via email and shall meet the recycling report requirements outlined in Section C.5 Waste, Recycling, and Composting Requirements.

## **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **Temporary Additional Services for Disinfection/Cleaning**

#### **C.5 WORK REQUIREMENTS**

**C.5.1 General.** The Contractor shall perform temporary additional disinfection/cleaning services in all designated spaces identified as potentially impacted by an individual suspected to be or confirmed to be infected with COVID-19. Spaces may include to halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators and stairways and disinfection treatment will focus on surfaces potentially contacted by the individual. The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

**C.5.2 General Instructions.** The Contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after contract award. The Contracting Officer's Representative must approve these general instructions before issuance.

#### **C.5.3 Definitions**

- a. CDC. The U.S. Centers for Disease Control and Prevention
- b. Cleaning. A process for removing germs, dirt, and impurities from surfaces or objects. Cleaning works by using soap (or detergent) and water to physically remove germs from surfaces. This process does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.
- c. COVID-19. The name for the illness caused by the novel corona virus that emerged in 2019. The virus is SARS-Cov-2.
- d. Disinfection. The process of killing germs on surfaces or objects. Disinfecting works by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.
- e. Sanitizing. A process that lowers the number of germs on surfaces or objects to a safe level, as judged by public health standards or requirements. This process works by either cleaning or disinfecting surfaces or objects to lower the risk of spreading infection.
- f. SARS-Cov-2. The novel (newly discovered) virus that causes the COVID-19 illness.

### C.5.4 Duties and Responsibilities

- a. Certain areas listed in Section J require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur. Escorts will be arranged through the COR.
- b. Contractor shall schedule disinfection work with the COR.
- c. The COR shall determine the schedules in coordination with the Contractor.
- d. Repeated Disinfection Services. Disinfection may be required to be repeated in the same areas or performed in other spaces in the facilities. The COR shall identify these spaces as described in C.5.4.a Contractor shall coordinate with the COR to provide these additional services. The COR shall order these services as needed basis. The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.
- e. This work shall be performed by Contractor trained employees. The COR may require the Contractor to provide temporary additional services with **24 hour** advance notice.

### C.5.5 How to clean and disinfect surfaces

The Cleaning Requirements shall consist of:

- a. Prior to starting disinfection work, check the containers of disinfectant for the shelf life date to ensure that it has not passed. Never mix household bleach with ammonia or any other cleanser. This link contains additional excellent advice on use of disinfectants: <http://npic.orst.edu/ingred/ptype/amicrob/covid19.html>
- b. Cleaning of soiled surfaces prior to disinfection. Cleaning methods shall prevent contact with individuals and aerosolization of the soiling.
- c. Disinfection utilizing a product listed as being effective against the COVID-19 virus such as those listed here: Products with EPA-approved emerging viral pathogens claims. Diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective. A bleach solution can be prepared by mixing 5 tablespoons (1/3rd cup) bleach per gallon of water or 4 teaspoons bleach per quart of water. Labeling shall be provided in advance to the COR. If the product is not specifically listed as effective, then labeling must be submitted to the COR for acceptance. The Contractor shall follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).
- d. Cleaning of any glasses, cups, and coffee services in the spaces. The Contractor shall clean the items in hot soapy water and rinse, and dry.

- e. Waste removal to include emptying all wastepaper baskets, and cleaning and disinfecting the waste receptacles, then replacing plastic wastepaper basket linings and returning items where they were located.
  - i. The greater the amount of time has elapsed since the departure of the individual, the better. Preferably wait at least 24 hours before cleaning and disinfection. This waiting period is not always practical.
  - ii. If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.
  - iii. For soft (porous) surfaces such as carpeted floor, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on these surfaces. After cleaning:
    - 1. Launder items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely, or
    - 2. Use products with the EPA-approved emerging viral pathogens claims that are suitable for porous surfaces.
  - iv. Always follow label directions on cleaning products and disinfectants. Wash surfaces with a general household cleaner to remove germs. Rinse with water and follow with an EPA-registered disinfectant to kill germs. Read the label to make sure it states that EPA has approved the product for effectiveness against influenza A virus.
  - v. If a surface is not visibly dirty, you can clean it with an EPA-registered product that both cleans (removes germs) and disinfects (kills germs) instead. Be sure to read the label directions carefully, as there may be a separate procedure for using the product as a cleaner or as a disinfectant. Disinfection usually requires the product to remain on the surface for a certain period of time (e.g., letting it stand for 3 to 5 minutes).
  - vi. Use disinfecting wipes on electronic items that are touched often, such as phones and computers. Pay close attention to the directions for using disinfecting wipes. It may be necessary to use more than one wipe to keep the surface wet for the stated length of contact time. Make sure that the electronics can withstand the use of liquids for cleaning and disinfecting.
  - vii. Special cleaning and disinfecting processes, including wiping down walls and ceilings, frequently using room air deodorizers, and fumigating, are not necessary or recommended. These processes can irritate eyes, noses, throats, and skin; aggravate asthma; and cause other serious side effects.
  - viii. Use standard procedures for handling waste, which may include wearing gloves. Place no-touch waste baskets where they are easy to use. Throw disposable items used to clean surfaces and items in the trash immediately after use. Avoid touching used tissues and other waste when emptying waste baskets. Wash your hands with soap and water after emptying waste baskets and touching used tissues and similar waste.
  - ix. For clothing, towels, linens and other items that go in the laundry:
    - x. Wear disposable gloves when handling dirty laundry from an ill person and then discard after each use. If using reusable gloves, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-

19 and should not be used for other household purposes. Clean hands immediately after gloves are removed.

1. If no gloves are used when handling dirty laundry, be sure to wash hands afterwards.
  2. If possible, do not shake dirty laundry. This will minimize the possibility of dispersing virus through the air.
  3. Launder items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely. Dirty laundry from an ill person can be washed with other people's items.
- xi. Clean and disinfect clothes hampers according to guidance above for surfaces. If possible, consider placing a bag liner that is either

#### C.5.6 The U.S. centers for disease control and prevention guidance.

- a. Facilities (not housing individuals) with Suspected/Confirmed Coronavirus should follow the "Interim Recommendations for US Community Facilities with Suspected/Confirmed Coronavirus Disease 2019" found here: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>. The guidance is to close off areas used by the ill persons and wait as long as practical (preferably 24 hours) before beginning cleaning and disinfection. All areas (e.g., offices, bathrooms, and common areas) used by the ill persons, focusing especially on frequently touched surfaces should be cleaned and disinfected.
- b. Facilities with or without Suspected/Confirmed Coronavirus that house individuals overnight should follow the "Interim Guidance for Administrators of US Institutions of Higher Education" found here: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-ihe-response.html> and the guidance above. In areas where ill persons are being housed in isolation, follow [Interim Guidance for Environmental Cleaning and Disinfection for U.S. Households with Suspected or Confirmed Coronavirus Disease 2019](#). This guidance advises focusing on cleaning and disinfecting common areas where staff/others providing services may come into contact with ill persons but reducing cleaning and disinfection of bedrooms/bathrooms used by ill persons to as needed.
- c. Residences used for homecare of Suspected/Confirmed Coronavirus case should follow "Preventing the Spread of Coronavirus Disease 2019 in Homes and Residential Communities" found here: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-prevent-spread.html> and the "Interim Recommendations for US Households with Suspected/Confirmed Coronavirus Disease 2019: at <https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html>

### C.5.7 Work health and safety including personal protective equipment (PPE).

Worker Training and Health and Safety. The Contractor shall ensure that all workers are trained on safe and effective disinfection procedures as well as measures for protecting themselves including fastidious hygiene practices and personal protective equipment. The Contractor shall provide all protective measures that at a minimum will include those identified on the disinfectant labeling. Generally, personal protective equipment is anticipated to include impervious disposable gloves and eye protection.

Worker PPE needs are driven primarily by the chemical disinfectants in use. **Most definitely, PPE will include disposable impervious gloves. Additionally, if sprays are used, eye protection and protective clothing coverings are prudent.** Work practices must minimize aerosolization of both soiling and any body fluids. In most cases, respiratory protection (e.g., N95 filtering facepiece respirators) will not be necessary. Some guidance advises use of a mask however.

Gloves should be discarded after each cleaning/disinfection job. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer's instructions for cleaning and disinfection products used. Workers should wash their hands immediately after gloves are removed.

Contractors should follow applicable standards to include:

- a. Hazard Communication Standard (29 CFR 1910.1200). To train workers on the hazards of chemical products
- b. PPE Standard. Requiring selection of PPE based on the hazards and training on proper use, care, and limitations of the PPE.
- c. Respiratory Protection Standard (29 CFR 1910.134). If respiratory protection is used.

### C.5.8 Management and supervision

The Contractor shall be responsible for quality control. The Contractor shall perform inspection and document in writing completion of disinfection in accordance with the disinfectant product labeling or, in the absence of a label, a standard contact time. The Contractor shall ensure efficient use of the work force.

### **C.5.9 Worker Training and Health and Safety**

The Contractor shall ensure that all workers are trained on safe and effective disinfection procedures as well as measures for protecting themselves including fastidious hygiene practices and personal protective equipment. The Contractor shall provide all protective measures that at a minimum will include those identified on the disinfectant labeling. Generally, personal protective equipment is anticipated to include impervious disposable gloves and eye protection.

#### **C.5.10 Materials and equipment**

The Contractor shall provide all necessary janitorial supplies and equipment, including disinfectants, worker personal protective equipment, etc. to perform the work identified in this contract. The disinfectant shall be a product listed as being effective against the COVID-19 virus such as those listed here: Products with EPA-approved emerging viral pathogens claims. Diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective. A bleach solution can be prepared by mixing 5 tablespoons (1/3rd cup) bleach per gallon of water or 4 teaspoons bleach per quart of water. Labeling shall be provided in advance to the COR. If the product is not specifically listed as effective, then labeling must be submitted to the COR for acceptance. The Contractor shall follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).

#### **C.5.11 Documentation of disinfection treatment**

The contractor shall submit a written report after completing the disinfection services to include but not limited to;

- a. The procedures followed
- b. Area size
- c. Used materials "attaching the labeling"

**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](http://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](http://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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)

### E.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

<b>Performance Objective</b>	<b>PWS Paragraph</b>	<b>Performance Threshold</b>
<b><u>Services</u></b> Performs all janitorial and disinfection services set forth in the Performance Work Statement (PWS)	C.1 thru C.5	All required services are performed and no more than two (2) customer complaints are received per month

#### E.2.1 Surveillance

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

### E.2.2 Standard

The performance standard is that the Government receives no more than two (2) customer complaints per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

### E.2.3 Procedures

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 PERIOD OF PERFORMANCE

F.1.1 The performance period of this contract is one year from the start date in the Notice to Proceed.

F.1.2 The Government may extend this contract for up to four (4) additional 12-month periods in accordance with the option clause in Section I. 52.217-9, Option to Extend the Term of the Contract, which also specifies the total duration of this contract. See also Section I, FAR 52.217-8, Option to Extend Services, for up to an additional six months of optional performance, if required by the Government.

### F.2 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](http://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](http://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.

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

### F.3 PERIOD OF PERFORMANCE

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

F.4 DELIVERY SCHEDULE			
The following items shall be delivered under this contract:			
Description	Quantity	Delivery Date	Deliver To
C.1.3.2 and C.5.2 General Instructions	1	30 days after award	COR
C.3.1.2 Schedule	1	Weekly	COR
H.1.2 List of Personnel	1	10 days after award	COR
Written documentation of disinfection treatment	1	10 days after award	COR
Transition plan	1	10 days after award	COR
H.5 Evidence of Insurance	1	10 days after award	CO
H.4 Licenses / Permits	1	Date of Award	CO

### F.5 NOTICE TO PROCEED

After contract award and submission of insurance certificates, the Contractor shall be sent a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

## 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 **Facility Management Officer**

#### G.1.1 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

The Contractor shall submit invoices in an original and 1 (one) copy to the Contracting Officer's Representative (COR) at the following address:

**Financial Management Office (FMO)**

**American Embassy**

**[Ammanbilling@state.gov](mailto:Ammanbilling@state.gov)**

#### G.2.1 Value Added Tax

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 SECURITY

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.1.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

### H.2 STANDARDS OF CONDUCT

- (a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- (b) Uniforms and personal Equipment. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times. **(Refer to SECTION J, Exhibit D - CONTRACTOR FURNISHED UNIFORM)**
- (c) Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- (d) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- (e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- (f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

(g) Key Control. The Contractor shall receive secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

### H.3 PERSONNEL HEALTH REQUIREMENTS

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

### H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

- (a) Bonds. The Government imposes bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.
- (b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.
- (c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability

1. Bodily Injury, On or Off the Site, in US Dollars	
Per Occurrence	<b>25,000.00 USD</b>
Cumulative	<b>50,000.00 USD</b>
2. Property Damage, On or Off the Site, in US Dollars	
Per Occurrence	<b>25,000.00 USD</b>
Cumulative	<b>50,000.00 USD</b>

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

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

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

- (a) Any property of the Contractor,
- (b) Its officers,
- (c) Agents,
- (d) Servants,
- (e) Employees, or
- (f) Any other person,

arising from an incident to the Contractor's performance of this contract.

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

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.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the performance of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal.

Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

#### H.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. If Contractor is self-insured, then the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

## **PART II - CONTRACT CLAUSES**

### 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](http://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](http://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.

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND CLAUSE</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)
52.203-7	ANTI-KICKBACK PROCEDURES (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)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (OCT 2015)
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)
- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.204-9 PERSONAL IDENTIFY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- 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 2020)
  
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
- 52.210-1 MARKET RESEARCH (JUN 2020)
- 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- 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)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
- 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)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 PRIVACY ACT (APR 1984)
- 52.225-5 TRADE AGREEMENTS (FEB 2016)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 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)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (MAY 2014)

- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-25 PROMPT PAYMENT (JAN 2017)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -  
SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS  
SUBCONTRACTORS (DEC 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)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS,  
EQUIPMENT AND VEGETATION (APR 1984)
- 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)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)
- 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)

- 52.246-26 REPORTING NONFORMING ITEMS (DEC 2019)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) – ALTERNATE I (SEPT 1996)
- 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)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2 FAR CLAUSES IN FULL TEXT:

- 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within **45 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years

(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](http://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)

#### 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.

### I.3 DOSAR CLAUSES IN FULL TEXT

#### 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

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

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

(End of clause)

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

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

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

#### 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

#### I.4. CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

I.5. 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS  
WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

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)

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  
Palm Sunday  
Orthodox Easter  
Jordanian Labor Day  
Jordanian Independence Day  
Memorial Day  
Eid Al-Fitr  
U.S Independence Day  
Eid Al Adha  
U.S Labor Day  
Islamic New Year  
Columbus Day  
Veterans Day  
Prophet Mohammad Birthday  
Thanksgiving Day  
Christmas Day

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

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

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

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

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

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

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

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

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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. The Contracting Officer must make all modifications to the contract in writing.

## **SECTION J**

### **LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **J.1 LIST OF ATTACHMENTS**

Exhibit A - LOCATIONS AND TIME FRAME FOR JANITORIAL SERVICES

Exhibit B - CONTRACTOR FURNISHED MATERIALS

Exhibit C - GOVERNMENT FURNISHED PROPERTY

Exhibit D - CONTRACTOR FURNISHED UNIFORM

Exhibit E – SECURITY CHECK REQUIREMENTS

Exhibit F - HEALTH UNIT CLEANING RECOMMENDATION / ENVIROMENTAL SERVICES

## J.2 Exhibit A - LOCATIONS AND TIME FRAME FOR JANITORIAL SERVICES

## New Office Building NOX (1 of 3)

ROOM/AREA TABLE			
NUMBER	NAME	AREA m <sup>2</sup>	Cleaning Frequency
101	BRE	4.59	Daily
102	STA	15.42	Daily
103	LOC	70.99	Daily
104	SPE	365.61	Daily
105	MEC	438.01	Monthly
106	LOC	75.77	Daily
107	LOC	121.61	Daily
108	BUS	166.95	Daily
109	BUS	18.59	Daily
110	RAO	SPECIAL	Daily
111	BED	14.11	Daily
112	QUI	23.27	Daily
113	UTI	177.57	Monthly
114	UTI	159.83	Monthly
115	RET	30.32	Daily
116	TRA	34.90	Daily
117	TRA	39.34	Daily
118	BR	203.12	Daily
119	ELE	9.32	Monthly
120	EAP	80.25	Daily
121	DIS	13.41	Daily
122	CIR	183.80	Daily
123	CIR	114.58	Daily
124	ELEC	31.94	Monthly
125	STO	15.38	Monthly

## Continues New Office Building NOX (2 of 3)

ROOM/AREA TABLE			
NUMBER	NAME	AREA m <sup>2</sup>	Cleaning Frequency
B11	SPE	775.67	Daily
201	RET	60.77	Daily
202	BAR	20.73	Daily
203	BAR	43.57	Daily
204	MAI	190.44	Daily
205	KIT	323.06	Not Required
206	ELE	13.58	Monthly
207	BRE	22.47	Daily
208	BRE	13.69	Daily
209	BRE	17.02	Daily
210	TEL	30.56	Monthly
211	MOT	81.36	Daily
212	BUS	69.24	Daily
213	CIR	132.15	Daily
214	AME	342.58	Daily
215	AME	110.18	Not Required
216	BAR	24.15	Daily
217	DRY	24.72	Not Required
218	CIR	144.87	Daily
219	BUS	820.52	Daily
301	CIR	345.96	Daily
302	TRA	51.89	Daily
303	CLO	81.82	Daily
304	FMS	269.11	Daily
305	REF	20.93	Daily
306	EXE	176.80	Daily
307	LOC	84.29	Daily
308	ELE	14.69	Monthly
309	TEL	52.33	Monthly
310	IRM	232.74	Daily

## Continues New Office Building NOX (3 of 3)

ROOM/AREA TABLE			
NUMBER	NAME	AREA m <sup>2</sup>	Cleaning Frequency
311	CON	28.28	Daily
312	CON	15.83	Daily
313	STO	21.33	Monthly
314	STO	33.87	Monthly
316	CLO	13.37	Daily
317	MED	438.56	Daily
318	ELE	30.06	Monthly
319	JUC	45.62	Daily
320	STO	11.89	Monthly
401	BUS	2458.31	Daily
402	CON	22.19	Daily
403	ELE	30.57	Monthly
404	ELE	14.69	Monthly
405	SMA	11.26	Daily
501	MED	22.14	Daily
502	SMA	29.58	Daily
503	TER	54.03	Daily
504	TER	49.98	Daily
505	TER	49.98	Daily
506	BUS	1520.91	Daily
507	TER	24.76	Daily
508	ELE	30.56	Monthly
509	ELE	16.14	Monthly
510	MEC	356.06	Monthly
601	UTI	316.29	Monthly

## South Chancery Renovation (1 of 2)

NUMBER	NAME	AREA m <sup>2</sup>	Cleaning Frequency
1	MEC	92.60 m <sup>2</sup>	Monthly
2	UTI	288.39 m <sup>2</sup>	Monthly
3	MEC	93.82 m <sup>2</sup>	Monthly
4	STO	40.70 m <sup>2</sup>	Monthly
5	STO	86.17 m <sup>2</sup>	Monthly
6	MEC	45.02 m <sup>2</sup>	Monthly
7	EC	44.69 m <sup>2</sup>	Monthly
104	CON	274.14 m <sup>2</sup>	Daily
105	CON	525.45 m <sup>2</sup>	Daily
106	MUL	145.21 m <sup>2</sup>	Daily
107	MUL	117.98 m <sup>2</sup>	Daily
108	WAI	200.68 m <sup>2</sup>	Daily
109	WAI	7.74 m <sup>2</sup>	Daily
110	WAI	7.92 m <sup>2</sup>	Daily
111	WAI	7.17 m <sup>2</sup>	Daily
112	REA	83.61 m <sup>2</sup>	Daily
113	MSG	10.35 m <sup>2</sup>	Daily
114	MSG	91.43 m <sup>2</sup>	Daily
115	UTI	38.36 m <sup>2</sup>	Monthly
116	AV	28.31 m <sup>2</sup>	Monthly
117	CHA	14.11 m <sup>2</sup>	Monthly
118	BUS	95.10 m <sup>2</sup>	Daily
119	BUS	156.61 m <sup>2</sup>	Daily
120	STO	9.22 m <sup>2</sup>	Monthly
121	STO	7.33 m <sup>2</sup>	Monthly
122	BUS	156.84 m <sup>2</sup>	Daily
123	BUS	343.29 m <sup>2</sup>	Daily
124	STO	16.34 m <sup>2</sup>	Monthly
125	CON	17.28 m <sup>2</sup>	Daily

Continues South Chancery Renovation (2 of 2)

NUMBER	NAME	AREA m <sup>2</sup>	Cleaning Frequency
126	INT	18.18 m <sup>2</sup>	Daily
127	POS	36.31 m <sup>2</sup>	Daily
128	COU	177.75 m <sup>2</sup>	Daily
129	LEV	1883.37 m <sup>2</sup>	Daily
201	OPE	1218.56 m <sup>2</sup>	Daily
202	OPE	374.29 m <sup>2</sup>	Daily
203	CON	33.47 m <sup>2</sup>	Daily
204	SER	65.92 m <sup>2</sup>	Monthly
205	UPS	20.65 m <sup>2</sup>	Daily
206	UTI	33.98 m <sup>2</sup>	Monthly
207	LAR	27.00 m <sup>2</sup>	Daily
208	BRE	26.13 m <sup>2</sup>	Daily
209	LEV	2084.12 m <sup>2</sup>	Daily
301	BUS	1675.14 m <sup>2</sup>	Daily
302	LAR	28.56 m <sup>2</sup>	Daily
303	SMA	8.91 m <sup>2</sup>	Daily
304	MED	17.00 m <sup>2</sup>	Daily
305	SMA	9.70 m <sup>2</sup>	Daily
306	HR	10.58 m <sup>2</sup>	Daily
307	HR	6.93 m <sup>2</sup>	Daily
308	UTI	10.49 m <sup>2</sup>	Monthly
309	UTI	29.73 m <sup>2</sup>	Monthly
310	LEVE	2083.99 m <sup>2</sup>	Daily

## North Chancery

NUMBER	NAME	AREA m <sup>2</sup>	Cleaning Frequency
First Floor	GSO	245	Daily
	IRM	130	Daily
	MGT	56	Daily
	RSO	17	Daily
	CLO	40	Daily
	HRO	118	Daily
	FMO	145	Daily
	RAO*	342	Weekly
	HAL	245	Daily
	RES	33	Daily
Second Floor*	ESO*	115	Weekly
	ECO*	147	Weekly
	FPD*	52	Weekly
	DAO*	283	Weekly
	MAP*	397	Weekly
	RAO*	613	Weekly
	LEG*	81	Weekly
	RSO*	163	Weekly
	COR*	254	Daily
	RES*	33	Daily
Third Floor*	RAO*	799	Weekly
	POL*	228	Weekly
	EXE**	202	Weekly
	EXE**	50	Weekly
	COR*	150	Weekly
	RES*	33	Weekly
* Denotes Escort Required (Daily Trash Pick Up)			
**Weekend Cleaning Required			

ROOM / AREA TABLE			
NUMBER	NAME	AREA	Cleaning Frequency
1	STO	20.78 m <sup>2</sup>	MONTHLY
2	BUS	84.66 m <sup>2</sup>	DAILY

ROOM / AREA TABLE			
NUMBER	NAME	AREA m <sup>2</sup> m <sup>2</sup>	Cleaning Frequency
1	SCR	54.56 m <sup>2</sup>	DAILY
2	GUA	11.15 m <sup>2</sup>	DAILY
3	TSS	10.30 m <sup>2</sup>	DAILY

ROOM / AREA TABLE			
NUMBER	NAME	AREA m <sup>2</sup>	Cleaning Frequency
1	TEL	19.47 m <sup>2</sup>	MONTHLY
2	RES	6.54 m <sup>2</sup>	DAILY
3	GUA	25.55 m <sup>2</sup>	DAILY
4	SCR	66.66 m <sup>2</sup>	DAILY

ROOM / AREA TABLE			
NUMBER	NAME	AREA	Cleaning Frequency
1	STO	10.78 m <sup>2</sup>	MONTHLY
2	BUS	105.66 m <sup>2</sup>	DAILY

NUMBER	NAME	AREA	Cleaning Frequency
2	BUS	13 m <sup>2</sup>	WEEKLY

\*AS REQUESTED,

ROOM / AREA TABLE			
NUMBER	NAME	AREA	Cleaning Frequency
1	MEN	42.02 m <sup>2</sup>	DAILY
2	MEC	28.99 m <sup>2</sup>	MONTHLY
3	WOM	53.13 m <sup>2</sup>	DAILY
4	STO	14.27 m <sup>2</sup>	MONTHLY
5	SPR	1.45 m <sup>2</sup>	MONTHLY
6	KIT	25.96 m <sup>2</sup>	NOT REQUIRED
7	CAF	49.23 m <sup>2</sup>	DAILY

NUMBER	NAME	AREA	Cleaning Frequency
2	BUS	7,651 m <sup>2</sup>	DAILY/WEEKLY

NUMBER	NAME	AREA	Cleaning Frequency
2	BUS	120 m <sup>2</sup>	WEEKLY

NUMBER	NAME	AREA	Cleaning Frequency
2	REP	150 m <sup>2</sup>	WEEKLY

\*as required for events

NUMBER	NAME	AREA	Cleaning Frequency
2	BUS	38 m <sup>2</sup>	DAILY

NUMBER	NAME	AREA	Cleaning Frequency
2	OUT	175 m <sup>2</sup>	WEEKLY

\*weekly as needed

NUMBER	NAME	AREA	Cleaning Frequency
2	BUS	13,000 m <sup>2</sup>	WEEKLY

NUMBER	NAME	AREA	Cleaning Frequency
2	OUTDOOR	20,430 m <sup>2</sup>	WEEKLY

J.3 EXHIBIT B

**CONTRACTOR FURNISHED MATERIALS**

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and temporary additional services as specified in this contract. The below materials and tools are only a guideline and is in no way a comprehensive list of all required materials/chemicals that may be required to perform the contract duties. Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain enough parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service. Submittals for all materials, tools, machines are to be provided for approval by the COR. The materials, tools, and machines below should be adequate to perform all required tasks in the best manner to the satisfaction of the COR.

The Contractor shall use only environmentally friendly 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) Furniture polish
- (h) Floor stripper
- (i) Floor finisher
- (j) Carpet cleaner
- (k) Solvent spotter
- (l) Gum remover
- (m) Wood floor finish
- (n) Bathroom hand cleaner/soap
- (o) Bathroom disinfectant
- (p) Bathroom cleaner
- (q) Bathroom deodorizers
- (r) Urinal deodorizers
- (s) Lime and scale remover

In addition, the Contractor shall provide the following non-chemical products containing the maximum feasible amount of recovered materials:

- (1) Bathroom Tissue - The bathroom tissue must contain at least 100% recovered materials and 20% post-consumer content.
- (2) Toilet Seat Covers - Toilet seat covers must contain at least 100% recovered materials and 40% post-consumer content.
- (3) Green seal certified Paper Towels - The paper towels must contain at least 100% recovered materials and 40% post-consumer content.
- (4) General Purpose Industrial Wipes - The general-purpose industrial wipes must contain at least 100% recovered materials and 40% post-consumer content.
- (5) Clear Plastic Bags for trash receptacles on the compound - Plastic trash bags must contain at least 25% post-consumer content.
- (6) Soap for Hand cleaning: Suggested Product for Reference (Wausau Paper Opti Source Lotions Soap)
- (7) Hand Sanitizer in all dispensers.
- (8) All pads for cleaning machines.

Information on environmentally preferable products (EPP) is available on the Internet at <http://www.epa.gov/epp/>

All non-chemical products (paper, plastic, etc.) should conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guide (CPG) if the products are CPG-designated items. CPG information is available on the Internet at: <http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm>

Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

Once this list of products has been approved by the Contracting Officer, the Contractor is responsible for using only those approved cleaning chemical products in the building. If for some reason the product is found later to be ineffective, the Contractor would otherwise like to propose an alternative product, or the Contracting Officer would like to propose a more environmentally-preferable product, either the Contractor or Contracting Officer may propose for consideration an "equal" product. If the parties agree to the replacement product, the contract will be modified.

(9) Cleaning Chemicals- must be equivalent to list below. MSD sheets must be submitted to COR prior to bringing to compound.

9.1 General cleaning materials:

- Beauty Seal
- Safety Foam
- Showers "N" Stuff
- Wood to Wood

9.2 Coating, Adhesive, Sealant, and Elastomer:

- Crystal Defoamer
- SpotLifter Plus
- Absorb and Clean

9.3 Floor cleaning and polishing:

- Profi Rubber Floor Cleaner/Degreaser
- Wiwax Cleaning and Maintenance Emulsion

9.4 Environmentally friendly - Solutions:

- Floor Finish (Grease Seal Certified)
- Clean Cut Stripper
- Scrub-Free Stripper
- Burnishing Cream
- Restorations

9.5 Detergents:

- Germicidal Detergent pH Neutral (for mopping)-EPA registered
- Germicidal Detergent pH Neutral- EPA registered
- Mop PacLite pH Neutral Floor Cleaner
- Scrub Pac Heavy-Duty All-Purpose Detergent
- NeutraPac Floor Conditioner
- Laundry Pac

9.6 Carpet maintenance solutions:

- Versa Carpet Step 1
- Versa Carpet Step 2
- Versa Carpet Step 3
- Progress-A- Clean
- Trouble Shooter

J.4 EXHIBIT C

**GOVERNMENT FURNISHED PROPERTY**

The Government shall make the following property available to the Contractor as "Government furnished property (GFP)" for performance under the contract for two years, and the contractor shall maintain the equipment and return it back to the government in good shape and condition. After two years the contractor shall provide similar equipment in the next option years:

- (a) Restroom Kit
- (b) Glass/Floor Scrapper
- (c) Dustpan with Broom
- (d) Duster with sleeve
- (e) Cleaning Cart
- (f) Mop Buckets
- (g) Flat Mops with pads
- (h) Trash Grabber
- (i) Wet/Dry Vac .5 gal cordless
- (j) 50 Gal Containers with dollies
- (k) Rubbermaid Platform Truck
- (l) Rubbermaid Tilt Truck
- (m) Wire Dust mops
- (n) Dehumidifier
- (o) Carpet Floor Fans/Dryer
- (p) Commercial wet/dry vas 27 liter
- (q) Karcher rotary brush scrubber
- (r) Karcher floor polisher
- (s) Karcher Commercial cordless backpack vacuum

Continuation of Attachment 3 details the Inventory Listing of equipment assigned to the Janitors crew for performance of services.

<b>Nomenclature</b>	<b>Serial Number</b>	<b>Property Condition</b>	<b>Quantity</b>	<b>Handover Date</b>
Restroom Kit	MKITR	Brand new	8	After the award
Glass/Floor Scraper	LH12C	Brand new	20	After the award
Dustpan with Broom	EDTBG	Brand new	10	After the award
Duster with sleeve	DS10Y DS50Y	Brand new	20	After the award
Cleaning Cart	RRBSC.	Brand new	12	After the award
Mop Buckets	SCFPG	Brand new	5	After the award
Flat Mops with pads	DM40Y	Brand new	350	After the award
Trash Grabber	NN400 NN40R	Brand new	175	After the award
Wet/Dry Vac .5 gal cordless	DC515K.	Brand new	20	After the award
50 Gal Containers with dollies	FG26456 0GRAY	Brand new	20	After the award
Rubbermaid Platform Truck	G440300 BLA	Brand new	5	After the award
Rubbermaid Tilt Truck	FG10110 0BLA	Brand new	3	After the award
Wire Dust mops	M257	Brand new	8	After the award
Dehumidifier	LGR 7000	Brand new	1	After the award
Carpet Floor Fans/Dryer	F259	Brand new	2	After the award
Commercial wet/dry vas 27 liter	F259 With 27 litter	Brand new	1	After the award
Karcher rotary brush scrubber	78-005	Brand new	2	After the award
Karcher floor polisher	78-005	Brand new	2	After the award
Karcher Commercial cordless backpack vacuum	78-005	Brand new	3	After the award

**CONDITION CODES PROPERTY**

New or unused property in excellent condition. Ready for use and identical or interchangeable with new items delivered by manufacturer or normal source of supply.

New or unused property in fair condition. Soiled, shopworn, rusted, deteriorated, damaged to the extent that utility is slightly impaired.

New or used property so badly broken, soiled, rusted, mildewed, deteriorated, damaged, or broken that its condition is poor and its utility seriously impaired.

Property that has been slightly or moderately used, no repairs required, and still in excellent condition. (Acceptable)

Used property which is still in fair condition and usable without repairs; however somewhat deteriorated, with some parts (or portion) worn and should be replaced.

Used property that still is usable without repairs in poor condition and undependable or uneconomical in use. Parts badly worn and deteriorated.

Used property, still in excellent condition, but minor repairs required. Estimated repair costs would cost no more than 10% of acquisition cost.

Used property, in fair condition, but minor repairs required estimated repair costs would be from 26% to 40% of acquisition cost.

Used property, in poor condition, and recurring major repairs. Badly worn and would still be in doubtful condition of dependability and uneconomical in use of repaired. Estimated repair cost between 41% and 65% of acquisition cost.

J.5 EXHIBIT D

**CONTRACTOR FURNISHED UNIFORM**

The Contractor shall provide, on a yearly basis, the following uniform items to all personnel performing standard and temporary additional services under this contract:

- Three (3) short sleeve shirts
- Three (3) pairs
- of pants
- One (1) pair of work boots for men and work shoes for ladies
- One (1) employee name tag & identification card

The uniform shall be approved by the COR on a yearly basis.

If the uniform is damaged due to normal wear and tear or in the performance of the duty the contractor shall provide a replacement uniform to the personnel during the year of service.

Uniforms must be provided to each employee at the beginning of each service year without exceptions. Contractor must plan well in advance to comply with this delivery schedule.

The COR reserves the right to request any personnel to change a uniform based on cleanliness and wear/fatigue.

J.6 EXHIBIT E

**SECURITY CHECK REQUIREMENTS**

The Contractor shall submit the following information and documents to the COR:

- Employees full legal name
- Passport number
- National identification number (if available)
- Copy of the of passport
- Copy of the national identification (if available)
- Non-criminal record certificate from the host country
- Approval from the host country for working inside the Embassy compound

## **J.7**    **EXHIBIT F**

### HEALTH UNIT CLEANING RECOMMENDATION / ENVIRONMENTAL SERVICES

#### **J.7.1** Cleaning and Disinfecting Strategies for Environmental Surfaces in Patient-Care Areas

**J.7.1.1** Select EPA-registered disinfectants, if available, and use them in accordance with the manufacturer's instructions (270--272).

**J.7.1.2** Do not use high-level disinfectants/liquid chemical sterilant for disinfection of either noncritical instruments and devices or any environmental surfaces; such use is counter to label instructions for these toxic chemicals (273--278).

**J.7.1.3** Follow manufacturers' instructions for cleaning and maintaining noncritical medical equipment.

**J.7.1.4** In the absence of a manufacturer's cleaning instructions, follow certain procedures:

(a) Clean noncritical medical equipment surfaces with a detergent/disinfectant. This may be followed by an application of an EPA-registered hospital disinfectant with or without a tuberculocidal claim (depending on the nature of the surface and the degree of contamination), in accordance with germicide label instructions (274).

(b) Do not use alcohol to disinfect large environmental surfaces (273).

(c) Use barrier protective coverings as appropriate for noncritical surfaces that are 1) touched frequently with gloved hands during the delivery of patient care; 2) likely to become contaminated with blood or body substances; or 3) difficult to clean (e.g., computer keyboards) (265).

**J.7.1.5** Keep housekeeping surfaces (e.g., floors, walls, tabletops) visibly clean on a regular basis and clean up spills promptly (279).

(a) Use a one-step process and an EPA-registered hospital detergent/disinfectant designed for general housekeeping purposes in patient-care areas where 1) uncertainty exists as to the nature of the soil on the surfaces (e.g., blood or body fluid contamination versus routine dust or dirt); or 2) uncertainty exists regarding the presence of multidrug resistant organisms on such surfaces (272,274,280,281).

(b) Detergent and water are adequate for cleaning surfaces in nonpatient-care areas (e.g., administrative offices).

(c) Clean and disinfect high-touch surfaces (e.g., doorknobs, bed rails, light switches, and surfaces in and around toilets in patients' rooms) on a more frequent schedule than minimal-touch housekeeping surfaces.

(d) Clean walls, blinds, and window curtains in patient-care areas when they are visibly dusty or soiled (270,282--284).

**J.7.1.6** Do not perform disinfectant fogging in patient-care areas (270,285).

**J.7.1.7** Avoid large-surface cleaning methods that produce mists or aerosols, or disperse dust in patient-care areas (37,48,51,73).

**J.7.1.8** Follow proper procedures for effective uses of mops, cloths, and solutions.

- (a) Prepare cleaning solutions daily or as needed and replace with fresh solution frequently according to facility policies and procedures (280,281).
- (b) Change the mop head at the beginning of each day and also as required by facility policy, or after cleaning up large spills of blood or other body substances. Category II
- (c) Clean mops and cloths after use and allow to dry before reuse; or use single-use, disposable mop heads and cloths (282,286--288).

**J.7.1.9** After the last appointments of the day or night, wet vacuum or mop floors with a single-use mop and an EPA-registered hospital disinfectant (114).

**J.7.1.10** Do not use mats with tacky surfaces at the entrances to operating rooms or infection-control suites (114).

**J.7.1.11** Use appropriate dusting methods for patient-care areas designated for immunocompromised patients (e.g., HSCT patients) (37,40,280).

- (a) Wet-dust horizontal surfaces daily by moistening a cloth with a small amount of an EPA-registered hospital detergent/disinfectant (37,40,280).
- (b) Avoid dusting methods that disperse dust (e.g., feather-dusting) (40).

**J.7.1.12** Keep vacuums in good repair and equip vacuums with HEPA filters for use areas with patients at risk (37,40,280,289).

**J.7.1.13** Close the doors of patients' rooms when vacuuming, waxing, or buffing corridor floors to minimize exposure to airborne dust (37,40,289).

**J.7.1.14** When performing low- or intermediate-level disinfection of environmental surfaces in nurseries and neonatal units, avoid unnecessary exposure of neonates to disinfectant residues on these surfaces by using EPA-registered germicides in accordance with manufacturers' instructions and safety advisories (271,290--292).

## **J.7.2** Cleaning Spills of Blood and Body Substances

**J.7.2 .1** Promptly clean and decontaminate spills of blood or other potentially infectious materials (293--300).

**J.7.2.2 Follow** proper procedures for site decontamination of spills of blood or blood-containing body fluids (293--300).

- (a) Use protective gloves and other PPE appropriate for this task (293).
- (b) If the spill contains large amounts of blood or body fluids, clean the visible matter with disposable absorbent material, and discard the used cleaning materials in appropriate, labeled containers (293,298,299,301,302).

(c) Swab the area with a cloth or paper towels moderately wetted with disinfectant and allow the surface to dry (293,301).

**J.7.2.3** Use germicides registered by the EPA for use as hospital disinfectants and labeled tuberculocidal or registered germicides on the EPA Lists D and E (i.e., products with specific label claims for HIV or hepatitis B virus [HBV]) in accordance with label instructions to decontaminate spills of blood and other body fluids (293,301,303).. A memorandum 2/28/97; compliance document [CPL] 2-2.44D [11/99]

**J.7.2.4** An EPA-registered sodium hypochlorite product is preferred, but if such products are not available, generic sodium hypochlorite solutions (e.g., household chlorine bleach) may be used.

(a) Use a 1:100 dilution (500--615 ppm available chlorine) to decontaminate nonporous surfaces after cleaning a spill of either blood or body fluids in patient-care settings (301,304).

(b) If a spill involves large amounts of blood or body fluids, or if a blood or culture spill occurs in the laboratory, use a 1:10 dilution (5,000--6,150 ppm available chlorine) for the first application of germicide before cleaning (279,301).

### **J.7.3** Carpeting and Cloth Furnishings

**J.7.3 .1** Vacuum carpeting in public areas of health-care facilities and in general patient-care areas regularly with well-maintained equipment designed to minimize dust dispersion (280).

**J.7.3 .2** Periodically perform a thorough, deep cleaning of carpeting as determined by facility policy by using a method that minimizes the production of aerosols and leaves little or no residue (44).

**J.7.3 .3** Avoid use of carpeting in high-traffic zones in patient-care areas or where spills are likely (e.g., burn therapy units, operating rooms, laboratories, or intensive care units) (44,305,306).

**J.7.3.4** Follow appropriate procedures for managing spills on carpeting.

(a) Spot-clean blood or body substance spills promptly (293,301,304,307). (b) If a spill occurs on carpet tiles, replace any tiles contaminated by blood and body fluids or body substances (307).

**J.7.3.5** Thoroughly dry wet carpeting to prevent the growth of fungi; replace carpeting that remains wet after 72 hours (37,160).

**J.7.3.6** No recommendation is offered regarding the routine use of fungicidal or bactericidal treatments for carpeting in public areas of a health-care facility or in general patient-care areas. Unresolved issue

**J.7.3.7** Do not use carpeting in hallways and patient rooms in areas housing immunosuppressed patients (e.g., PE areas) (37,44).

**J.7.3.8** Avoid using upholstered furniture and furnishings in high-risk patient-care areas and in areas with increased potential for body substance contamination (e.g., pediatrics units) (37).

**J.7.3.9** No recommendation is offered regarding whether upholstered furniture and furnishings should be avoided in general patient-care areas. Unresolved issue

(a) Maintain upholstered furniture in good repair.

(b) Maintain the surface integrity of the upholstery by repairing tears and holes. Category II

(c) If upholstered furniture in a patient's room requires cleaning to remove visible soil or body substance contamination, move that item to a maintenance area where it can be adequately cleaned with a process appropriate for the type of upholstery and nature of the soil.

#### **J.7.4** Flowers and Plants in Patient-Care Areas

**J.7.4 .1** Flowers and potted plants need not be restricted from areas for immunocompetent patients (308--311).

**J.7.4.2** Designate care and maintenance of flowers and potted plants to staff not directly involved with patient care (309).

**J.7.4 .3** If plant or flower care by patient-care staff is unavoidable, instruct the staff to wear gloves when handling plants and flowers and perform hand hygiene after glove removal (309).

**J.7.4.4** Do not allow fresh or dried flowers, or potted plants, in patient-care areas for immunosuppressed patients (37,51,308,312).

#### **J.7.5** Pest Control

**J.7.5 .1** Develop pest-control strategies, with emphasis on kitchens, cafeterias, laundries, central sterile supply areas, operating rooms, loading docks, construction activities, and other areas prone to infestations (313--315).

**J.7.5 .2** Install screens on all windows that open to the outside; keep screens in good repair (314).

**J.7.5 .3** Contract for routine pest control service by a credentialed pest-control specialist who will tailor the application to the needs of a health-care facility (315).

**J.7.5 .4** Place laboratory specimens (e.g., fixed sputum smears) in covered containers for overnight storage (316,317).

## J.7.6 Special Pathogens

**J.7.6 .1** Use appropriate hand hygiene, PPE (e.g., gloves), and isolation precautions during cleaning and disinfecting procedures (146,274,318,319).

**J.7.6 .2** Use standard cleaning and disinfection protocols to control environmental contamination with antibiotic-resistant, gram-positive cocci (e.g., methicillin-resistant *Staphylococcus aureus*, vancomycin intermediate sensitive *Staphylococcus aureus*, or vancomycin-resistant *Enterococcus* [VRE]) (318,320--322).

(a) Pay close attention to cleaning and disinfection of high-touch surfaces in patient-care areas (e.g., bed rails, carts, charts, bedside commodes, bed rails, doorknobs, or faucet handles) (318,320--322).

(b) Ensure compliance by housekeeping staff with cleaning and disinfection procedures (318,320--322). Category IB

(c) Use EPA-registered chemical germicides appropriate for the surface to be disinfected (e.g., either low- or intermediate-level disinfection) as specified by the manufacturer's instructions (271,322--327).

(d) When contact precautions are indicated for patient care, use disposable patient-care items (e.g., blood pressure cuffs) wherever possible to minimize cross-contamination with multiple-resistant microorganisms (328).

(e) Follow these same surface-cleaning and disinfecting measures for managing the environment of VRSA patients (320--322,327).

**J.7.6 .3** Environmental-surface culturing can be used to verify the efficacy of hospital policies and procedures before and after cleaning and disinfecting rooms that house patients with VRE (318,329--333).

(a) Obtain prior approval from infection-control staff and the clinical laboratory before performing environmental-surface culturing. Category II

(b) Infection-control staff, with clinical laboratory staff consultation, must supervise all environmental culturing.

**J.7.6 .4** Thoroughly clean and disinfect environmental and medical equipment surfaces on a regular basis by using EPA-registered disinfectants in accordance with manufacturers' instructions (271,274,319, 334).

**J.7.6 .5** Advise families, visitors, and patients regarding the importance of hand hygiene to minimize the spread of body substance contamination (e.g., respiratory secretions or fecal matter) to surfaces (274).

**J.7.6 .6** Do not use high-level disinfectants (i.e., liquid chemical sterilants) on environmental surfaces; such use is inconsistent with label instructions because of the toxicity of the chemicals (270,273,274,278).

**J.7.6 .7** Because no EPA-registered products are specific for inactivating *Clostridium difficile* spores, use hypochlorite-based products for disinfection of environmental surfaces in accordance with guidance from the scientific literature in those patient-care

areas where surveillance and epidemiology indicate ongoing transmission of *C. difficile* (274,319,334).

**J.7.6 .8** No recommendation is offered regarding the use of specific EPA-registered hospital disinfectants with respect to environmental control of *C. difficile*. Unresolved issue

**J.7.6 .9** Apply standard cleaning and disinfection procedures to control environmental contamination with respiratory and enteric viruses in pediatric-care units and care areas for immunocompromised patients (280,335).

**J.7.6 .10** Clean surfaces that have been contaminated with body substances; perform low-to intermediate-level disinfection on cleaned surfaces with an EPA-registered disinfectant in accordance with the manufacturer's instructions (271,293,335).

**J.7.6 .11** Use disposable barrier coverings as appropriate to minimize surface contamination.

**J.7.6 .12** Develop and maintain cleaning and disinfection procedures in patient-care areas to control environmental contamination with agents of Creutzfeldt-Jakob disease (CJD), for which no EPA-registered product exists.

(a) In the absence of contamination with central nervous system tissue, extraordinary measures (e.g., use of 2N sodium hydroxide [NaOH] or applying full-strength sodium hypochlorite) are not needed for routine cleaning or terminal disinfection of a room housing a confirmed or suspected CJD patient (273,336).

(b) After removing gross tissue from the surface, use either 1N NaOH or a sodium hypochlorite solution containing approximately 10,000--20,000 ppm available chlorine (dilutions of 1:5 to 1:3 v/v, respectively, of U.S. household chlorine bleach; contact the manufacturers of commercially available sodium hypochlorite products for advice) to decontaminate operating room or autopsy surfaces with central nervous system or cerebral spinal fluid contamination from a diagnosed or suspected CJD patient (273,337--342).

- The contact time for the chemical used during this process should be 30 minutes to one hour (339,340,342).
- Blot up the chemical with absorbent material and rinse the treated surface thoroughly with water.
- Discard the used, absorbent material into appropriate waste containers.

(c) Use disposable, impervious covers to minimize body substance contamination to autopsy tables and surfaces (340,342).

**J.7.6 .13** Use standard procedures for containment, cleaning, and decontamination of blood spills on surfaces as previously described (Environmental Services: II) (293).

(b) Discard used PPE by using routine disposal procedures or decontaminate reusable PPE as appropriate (293,336).

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**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.

(a) 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

\_\_\_\_\_ **(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 (SEP 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 \$150,000, for each failure.

K.3 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation (JAN 2017)

K.4 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(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 \_\_\_\_\_

#### K.5 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: \_\_\_\_\_

\_\_\_\_\_

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Telephone Number: \_\_\_\_\_

K.6 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

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

(2) The small business size standard is **18,000,000 million dollars**.

(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) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

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

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

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

(x) [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.

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

(xii) [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.

(xiii) [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.

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

(xv) [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.

(xvi) [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.

(xvii) [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.

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

(xix) [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](#).)

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

(xxi) [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.

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

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

(xxiv) [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.

(xxv) [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:

\_\_\_ (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.7 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.

(End of provision)

**K.8 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 nonresponsible.

(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.9. 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](mailto: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.10 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.11 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](http://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.12 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(OCT 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](http://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](http://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 solicitation provisions are incorporated by reference:

52.204-24 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)

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

K.13 652.225-70 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.

## **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 SUBMISSION OF OFFERS**

L.1.1 **Summary of Instructions.** Each offer must consist of the following:

L.1.1.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and filled out Sections B and K.

L.1.1.2. Information demonstrating the offeror's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past five (5) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services Jordan then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) The offeror's strategic plan for providing Janitorial and disinfection services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

(7) Environmental Preferability Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror shall list all chemical cleaning products and non-chemical products that will be used.

(8) If the offeror provides housing for their personnel, a housing plan must be submitted in detail and in accordance with all applicable laws, The housing plan must include the location and description of the proposed housing and must state in their offer that housing meets host country housing and safety standards and local codes.

Submit the complete offer to the address shown at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33.

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

#### L.1.2 Proprietary Data

Offeror shall specifically identify by page(s), paragraph(s) and sentence(s), and shall not generalize.

#### L.2 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](http://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.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE (OCT 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS (JAN 2004)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)
52.237-1	SITE VISIT (APR 1984)

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 *Contracting officer, Amman - Jordan*

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

L.4 PRE-PROPOSAL CONFERENCE

The Government is planning a pre-proposal conference, during which potential contractors may obtain a better understanding of the work required. Offerors are encouraged to submit all questions in writing using the email address provided in block **10.C** of Standard Form 33, Solicitation, Offeror and Award, of this solicitation and at least **four business days** prior to

the conference. After the conference, an amendment to the solicitation containing an abstract of the questions and the Government's answers, will be made publicly available on [www.beta.SAM.gov](http://www.beta.SAM.gov) and on the Embassy's website.

In order to facilitate conference preparations, prospective offerors should contact the person identified in Block 10.A on Standard Form 33 of this solicitation to provide company name, attendee's names and identification numbers **four business days** prior to the conference date to make arrangements for security processing for entry of attendees into the U.S. Embassy compound. Failure to attend the pre-proposal conference does not constitute grounds supporting a protest or contract claim.

Offerors are cautioned that, notwithstanding any remarks, clarifications, or responses provided at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by written amendment. It is the responsibility of each offeror, prior to submitting a proposal, to seek clarification of any perceived ambiguity in the solicitation or created by an amendment of the solicitation.

The pre-proposal conference will be held:

Date: **October 01, 2020**

Time: **10:00 AM**

Location: U.S. Embassy in Amman, General Services Office.

#### L.5 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 two (2) 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 nonresponsible.

#### L.6 SITE VISIT

The Government is planning a site visit in accordance with the Federal Acquisition Regulation (FAR) provision 52.237-1, Site Visit.

Prospective offerors should contact Haitham AlZuhlof at [alzuhlofhf@state.gov](mailto:alzuhlofhf@state.gov) to provide company name, attendees' names and national identification numbers no later than **September 24, 2020** to make appropriate arrangements entering the building for the visit, and only two representatives per company are allowed. All visitors are required to wear a face mask inside the Embassy compound, and face masks will be provided, upon request.

The site visit will be held:

Date: **September 28, 2020**

Time: **09:00 AM**

Location: U.S. Embassy in Amman, General Services Office.

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](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto: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 Management Counselor, at +962 5906000. 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)

## SECTION M

### EVALUATION FACTORS FOR AWARD

#### M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section L. Proposals must meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

#### 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 to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1(2), including a review of the offeror's proposed project manager to ensure that s/he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2.3. to verify quality of past performance.

c) Price

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in accordance with Section B.

d) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 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) Be 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.

The Government will notify unsuccessful offerors as required by 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 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

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

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

### M.3 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation. The Government will add the prices for standard services, temporary additional services, and materials/equipment to obtain a total price evaluation

### 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.

M.5. AWARD WITHOUT DISCUSSIONS

As stated in FAR provision 52.215-1, (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, following FAR 15.306(a)(3).