U.S. Consulate General *Karachi*
Date: ***15 June 2026***

Dear Prospective Offeror:

Subject: Request for Proposals number ***19PK4026Q5011***

Enclosed is a Request for Quotations (RFQ) for ***Pest Control Services at U.S. Consulate, Karachi***. If you would like to submit quotation, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

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

The Embassy intends to conduct a pre-proposal conference at the site, The pre-proposal conference will be held on ***22 June 2026 11:00am*** (local time) at the **US Consulate General Karachi**. Prospective offerors/quoters should ***provide their access details as below to KRCProcurementContracting@state.gov and franciswc@state.gov*** by ***17 June 2026*** for additional information or to arrange entry to the building.

- **Full name/s**
- **CNIC/s**
- **Vehicle make**
- **Vehicle model**
- **Vehicle color**
- **Vehicle registration #**

Only two people from each firm may participate in the pre-proposal site visit. Following the site visit all relevant questions must be submitted no later than 23 June 2026, 3:00pm Local time

Proposals are due by ***3 July 2026, 3:00pm local time*** No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your proposal must be submitted electronically to ***KRCProcurementContracting@state.gov.*** It is important to make sure the submission is made in specific size and format; Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed the 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section B, Pricing
3. Section K Representations and Certifications
4. Additional information as required in Section L

Sincerely,

Ani A. Akinbiyi
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER: PR15940782

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 19PK4026Q5011

6. SOLICITATION ISSUE DATE: 6/15/2026

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Wayne Calvin Francis
b. TELEPHONE NUMBER *(No collect calls)*: +92 21 35275861

8. OFFER DUE DATE/ LOCAL TIME: 7/03/2026 3:00 pm

9. ISSUED BY — CODE PK400
American Consulate General Karachi
Plots 3,4,5 Mai Kolachi Rd
Karachi, Pakistan76
ATTN: GSO Procurement

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR
- [ ] SET ASIDE: ____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS):

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)
- [ ]

13b. RATING

14. METHOD OF SOLICITATION REQUEST
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] FOR PROPOSAL (RFP)

15. DELIVER TO — CODE PK400
American Consulate General Karachi
Plots 3,4,5 Mai Kolachi Rd
Karachi, Pakistan

16. ADMINISTERED BY — CODE PK400
American Consulate General Karachi
Plots 3,4,5 Mai Kolachi Rd
Karachi, Pakistan

17a. CONTRACTOR/ OFFEROR — CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY — CODE ____
AMERICAN CONSULATE GENERAL KARACHI
PLOT NO. 3-5, TPX AREA, MAI KOL, ATTN:
FISCAL OFFICE
KARACHI
PAKISTAN

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Prices detail on page 05-07 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE
	32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

STOCK RECORD (S/R)

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment for all pest control services at ***US Consulate General Karachi*** as described in Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, of this contract.

B.2 TYPE OF CONTRACT

This is an indefinite delivery/indefinite quantity type contract with fixed hourly rates. The fixed hourly rates shall include wages, overhead, general and administrative expenses, materials (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement), taxes, and profit. The actual amount of work to be performed, the time of such performance, and the location of the property(ies) shall be authorized by firm-fixed price task orders issued by the Contracting Officer.

B.3 PRICES/COSTS

The Government shall use the labor categories and fixed hourly rates per labor category, below, for establishing a firm fixed-price for the task orders. Each task order shall be negotiated individually by determining, before work starts, the labor categories and number of hours required, and by multiplying the hourly rates by the number of hours. The Government will make payment in local currency.

B.3.1 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.

B.4 BASE PERIOD PRICES (September 01, 2026 to August 31, 2027)

LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	CEILING AMOUNT TOTAL
Entomologist	50		
Supervisor/Foreman	100		
Technician	300		
Pest Control Laborer	300		

*The contractor will provide cost of materials required for pesticide treatment with each proposal for a particular task in addition to cost of services of his/her technical staff.

Item	Description	Per liter Price
1	AGENDA EC-25	

B.4.1 MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of ***PKR 266,000***. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed ***PKR 5,321,000.*** This reflects the contract maximum for this period of performance."

B.5 FIRST OPTION YEAR PRICES (September 01, 2027 to August 31, 2028)

LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	CEILING AMOUNT TOTAL
Entomologist	50		
Supervisor/Foreman	100		
Technician	300		
Pest Control Laborer	300		

*The contractor will provide cost of materials required for pesticide treatment with each proposal for a particular task in addition to cost of services of his/her technical staff.

Item	Description	Per liter Price
1	AGENDA EC-25	

B.5.1 MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of ***PKR 266,000***. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed ***PKR 5,321,000.*** This reflects the contract maximum for this period of performance."

B.6 SECOND OPTION YEAR PRICES (September 01, 2028 to August 31, 2029)

LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	CEILING AMOUNT TOTAL
Entomologist	50		
Supervisor/Foreman	100		
Technician	300		
Pest Control Laborer	300		

*The contractor will provide cost of materials required for pesticide treatment with each proposal for a particular task in addition to cost of services of his/her technical staff.

Item	Description	Per liter Price
1	AGENDA EC-25	

B.6.1 MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of ***PKR 266,000***. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed ***PKR 5,321,000.*** This reflects the contract maximum for this period of performance."

B.7 THIRD OPTION YEAR PRICES (September 01, 2029 to August 31, 2030)

LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	CEILING AMOUNT TOTAL
Entomologist	50		
Supervisor/Foreman	100		
Technician	300		
Pest Control Laborer	300		

*The contractor will provide cost of materials required for pesticide treatment with each proposal for a particular task in addition to cost of services of his/her technical staff.

Item	Description	Per liter Price
1	AGENDA EC-25	

B.7.1 MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of ***PKR 266,000***. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed ***PKR 5,321,000.*** This reflects the contract maximum for this period of performance."

B.8 FOURTH OPTION YEAR PRICES (September 01, 2030 to August 31, 2031)

LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	CEILING AMOUNT TOTAL
Entomologist	50		
Supervisor/Foreman	100		
Technician	300		
Pest Control Laborer	300		

*The contractor will provide cost of materials required for pesticide treatment with each proposal for a particular task in addition to cost of services of his/her technical staff.

Item	Description	Per liter Price
1	AGENDA EC-25	

B.8.1 MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of ***PKR 266,000***. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed ***PKR 5,321,000.*** This reflects the contract maximum for this period of performance."

NOTE: Price information below, FAR 52.217-8 Option to Extend Service is for evaluation purposes only and is not to be included in the total contract award amount. However, failure to provide pricing information shall invalidate the price proposal and your offer will be considered incomplete, and no further consideration will be given.

The Contractor shall provide the services shown below for Option to Extend Service of the contract continuing for a period of 6 months. The fixed unit prices and estimated quantities for each category are:

Option to Extend Service

LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	CEILING AMOUNT TOTAL
Entomologist	50		
Supervisor/Foreman	100		
Technician	300		
Pest Control Laborer	300		

*The contractor will provide cost of materials required for pesticide treatment with each proposal for a particular task in addition to cost of services of his/her technical staff.

B.9 GRAND TOTAL

Base Year Price	
First Option Year Price	
Second Option Year Price	
Third Option Year Price	
Fourth Option Year Price	
GRAND TOTAL	

B.10 RAM (Risk Analysis Management)

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

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

A request for information will be emailed to offerors in the competitive range or selected vendors, and all interested vendors must provide all information requested in the DS Form 4184, Risk Analysis Information. Vendors are required to submit the requested data required for vetting via a secure online portal linking them to the Risk Analysis Management (RAM) office; access to the Portal and instructions for creating an account will be provided to the vendor by email.

Successful passing of vetting is one condition of receiving award. Other factors are price reasonableness and technical acceptability. Each vendor should submit the requested data via the secure online RAM portal within 3-5 days after being contacted. Vendors who do not provide the information will not be considered for contract awards.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

This contract is part of a comprehensive Integrated Pest Management (IPM) program for ***US Consulate General Karachi***. IPM is a planned program for long-term pest suppression. The IPM program is based on the implementation of three critical elements:

1. habitat modification to reduce pest prevalence;

2. self-help measures; and,

3. use of professional-use pesticides.

This contract is for recurring entomological and pest control services at ***US Consulate General Karachi***. The Contracting Officer shall issue task orders identifying the buildings and/or sites requiring pest control. The work shall be accomplished in a manner which conforms to the intent of all applicable Department of State (DOS) safety, health, and environmental policies, standards and regulations. The Contractor shall recognize and take all precautions against the documented dangers of pesticide application. The Contractor shall perform the work in a manner effective for controlling pests, causes no contamination to other parts of the property and environs. The Contractor shall not endanger any of the property occupants or workers; and shall leave the areas safe for re-occupancy.

C.2 GENERAL SCOPE OF WORK

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, stinging insects, moths, mosquitoes, or any other arthropod pests not specifically excluded from the contract. Populations of these pests that are located outside of the specified buildings, but within the property boundaries of the buildings shall be included. Services shall also include control of insects and fungi, which can cause damage to outdoor ornamentals, plants, and turf.

The contract shall also include indoor and outdoor populations of subterranean termites, non-subterranean termites, wood-boring beetles, fungi, and other wood-destroying organisms, which destroy and weaken structural components of Government buildings. The Contractor shall control these pest categories inside of buildings where they appear on an incidental or infrequent basis.

Structural modifications for pest control, including the application of caulk and other sealing materials are encouraged. Individual delivery orders may include requirements for their use.

C.3 DEFINITIONS AND REGULATIONS

C.3.1 DEFINITIONS

The following terms as used in this contract are hereby defined as follows:

Aerosol: A system consisting of solid or liquid particles suspended in air.

Clean or Decontaminate: To remove thoroughly pesticide residue from surfaces. To accomplish this, refer to the pesticide manufacturer's recommendations for cleaning and decontamination.

Contractor: The Pest Control Contractor

COR: Contracting Officer's Representative.

DAPU: Department-authorized professional-use pesticides that are listed on Table 2 of the Department's Integrated Pest Management Program document or others that have been authorized (by A/FBO/OPS/SAF SHEM) for a specific application. These pesticides are also listed in Exhibit 2 of Section J.

DOS: Department of State

Emulsifiable Concentrates: Emulsifiable concentrates permit chemicals which do not dissolve in water, to be suspended in water with water as the extending or diluting material. This is accomplished by dissolving the toxicant in its usual solvent and adding an emulsifying agent to make it possible for small droplets of the solvent, carrying the toxicant to remain dispersed, throughout the water. The emulsion contains water, solvent, pesticide, and emulsifier.

EPA: The U.S. Environmental Protection Agency.

Fumigation: The act of introducing a toxic chemical in an enclosed area in such a manner that it disperses quickly and acts on the target organism in the gaseous or vapor state.

Integrated Pest Management (IPM) Program: IPM is a written, planned program for long-term pest control that employs habitat modification to reduce the prevalence of pests, self-help measures such as traps and consumer pesticides, and, as a last resort, professionally applied Department-authorized pesticides (DAPUs).

Label/ Labeling: All printed material included with a pesticide product that describes how the pesticide may be used and provides directions and precautions. This material may include multiple pages of information in the form of a separate booklet enclosed with the pesticide. All of this information comprises the labeling which users must legally follow.

Log: An official record of all activities that occurred during the term of the contract and identifying the various work locations, Contractor personnel, and other pertinent information.

Monitoring: The process of visually inspecting a specific application of pesticide(s) to determine the proper use and adherence to the labeled instructions as well as general safety precautions.

MSDS: Material safety data sheet that lists hazardous ingredients in a chemical product, such as a pesticide, and provides guidance on safety precautions.

Pest Control Activities: All activities from initiation of work area preparation through successful treatment of the target pest identified within the Initial Inspection Report.

Pest Control Plan (PCP): The Contractor shall develop a written Pest Control Plan after the initial site inspection and submit such plan to the COR for approval. This Plan shall propose measure to reduce the existing pest population and prevent future infestations. Section J, Exhibit 1, contains a model Pest Control Plan form.

Pest Control Technicians: Throughout the contract's performance, all personnel providing on-site pest control services must meet the requirements of the host country for training, registration, or certification.

POSHO: Post Occupational Safety and Health Officer.

Supervisor: An on-site Supervisor and an alternate shall have the Contractor's authority to act on matters pertaining to the performance of services required under this contract. This individual shall ensure safety and carry out coordination and continuity of the program routine. The on-site Supervisor and alternate shall both have a working knowledge of this contract; the PCP; and Service Schedule for each of the properties. Additionally, the on-site Supervisor and alternate must both be certified as required by the laws and regulations of the host country.

Work Area: The area where a pesticide is being applied. This includes any areas adjacent to which building occupants could be exposed to the pesticide(s) being applied.

C.3.2 DOS POLICIES, REGULATIONS, AND STANDARDS

The Department of State Safety, Health, and Environmental Management Resource Guide is incorporated by reference and made part of the specifications.

Requirements include adherence to work practices and procedures stated in applicable codes and regulations. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes and regulations.

The Department of State (DOS) and other U.S. Government policies, regulations, and standards listed elsewhere in this contract by reference are made a part of this contract.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable DOS policies, regulations, and standards in their most current form. The Contractor shall hold the U.S. Government and its representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of the Contractor, their employees, or subcontractors.

C.4 SPECIFIC TASKS

C.4.1 TASK 1 - INITIAL INSPECTION

The Contractor shall conduct a thorough, initial inspection of the property or site when specified in the task order. The purpose of the initial inspection is for the Contractor to:

- verify site conditions;
- identify the insect or organism to be controlled;
- identify problem areas;

- identify any equipment, structural features, or management practices that are contributing to pest infestations; and,
- develop a Pest Control Plan.

The Contractor shall coordinate access to building space with the Contracting Officer's Representative (COR). The COR will inform the Contractor of any restrictions or areas requiring special scheduling.

C.4.2 TASK 2 - DEVELOP A PEST CONTROL PLAN

Before starting performance, the Contractor shall submit to the COR a Pest Control Plan for each property or site identified in the Task Order within ***2 days*** following the initial inspection. Upon receipt of the Pest Control Plan, the COR will render a decision regarding its acceptability within ***2 days***. The Contractor shall be on site to initiate service within ***2 day*** following notice of approval. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have ***2 day*** to submit revisions.

The Pest Control Plan shall consist of the following parts:

1. Proposed methods for control, including name of any pesticide(s) to be used, specimen labels and Material Safety Data Sheets (MSDS sheets) for all pesticides proposed to be used. The Contractor shall include a list of brand names of rodent bait boxes and any other control devices or equipment.
2. Methods to be used to ensure the safety of building occupants and visitors to the site.
3. A description of the pest problem and any structural or operational changes that would facilitate the pest control effort.
4. A list identifying the on-site person(s) who will be performing the pest control work. All pertinent information regarding their qualifications, experience, and training must also be provided.
5. A copy of any local license, if applicable, for every Contractor's representative who will be performing on-site service under this contract.
6. A proposal for the work identified in the task order. The proposal shall include types and quantities of labor at the fixed rates set forth in Section B.

It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan for each property or site. The Contractor shall obtain the concurrence of the COR prior to implementing any changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.

C.4.3 TASK 3 - APPLY PESTICIDE

General

The Contractor shall not apply any pesticide product unless it is included in the Pest Control Plan and approved in writing by the COR. As a general rule, the Contractor shall not apply pesticides in any area unless the Contractor's inspections indicate the presence of pests in that specific area, inside or outside the premises - in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations.

The Contractor shall deliver all materials and supplies to the site in the original unopened containers bearing the name of the manufacturer and details for proper mixing, application, storage and disposal.

The Contractor shall apprise all workers, supervisory personnel, and any other contractors who will be at the work site of the seriousness of the hazard and of proper work procedures, which must be followed.

The Contractor shall coordinate any and all pesticide use and activities with the COR before actual application. If the COR is not the POSHO, the COR will receive the approval of the POSHO before instructing the Contractor to begin application. The COR shall obtain copies of the Material Safety Data Sheets and pesticide labeling and provide them to the Contractor for the pesticides being used so that protective measures and/or spills may be properly addressed.

The COR shall provide the Contractor with the following:

- Access to all identified areas for pest control, and

- Water and electricity from outside of the work area. The Contractor shall be responsible for the tie-ins to these services.

- A designated space for the Contractor to park vehicles necessary to perform the work, if required.

- The name and phone number of at least one building authority who can be contacted 24 hours a day, if other than the COR.

Insect Control

Pesticide Products and Use: When a professional pesticide must be used for adequate control, the Contractor shall apply an appropriate Department-authorized professional-use pesticide and comply with all instructions and precautions noted on the specimen label as well as Department specifications, which are a subset of the labeling.

The Contractor shall apply pesticides according to the label and Department specifications (refer to the Department's Integrated Pest Management Program document). All pesticides used by the Contractor must be registered and authorized by the Department. The contractor's transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions; all applicable U.S. Federal laws and regulations; and any applicable international or host country laws and regulations.

The Contractor shall minimize the use of liquid pesticide applications wherever possible. For example, as a general rule, the contractor shall apply pesticide formulations only as spot and/or crack, and crevice treatments with application devices specifically designed or modified for this purpose.

- "Crack and crevice treatment" is defined as an application in which the stream of pesticide is never visible. Small amounts of insecticides are applied into cracks and crevices in which insects hide or through which they may enter buildings. Such openings commonly occur at expansion joints, between different elements of construction, and between equipment and floors. These openings may lead to voids such as hollow walls, equipment legs and bases, conduits, motor housings, junction or switch boxes.

- "Spot applications" are limited to areas in which insects are likely to occur, but which will not be in contact with food or utensils and will not ordinarily be contacted by workers. These areas may occur on

floors, walls, and bases or undersides of equipment. For this purpose, a "spot" will not exceed 3 square feet.

The Contractor shall restrict application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), to unique situations where no alternative measures are practical. Special authorization will be required from the COR.

If the proposed pesticide is not already authorized in the Department's Integrated Pest Management Program document, the Contractor must submit a written request for authorization to the COR before applying the pesticide. The COR shall render a decision regarding the treatment before its application. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. Other than spot or crack and crevice treatments, the Contractor shall make no applications of professional-use pesticides while tenant occupants are present.

Rodent Control

Pesticide Products and Use: Mechanical or sticky traps are the preferred method of rodent population reduction. In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside and/or outside occupied buildings, the Contractor shall obtain the approval of the COR prior to making any interior rodenticide treatment.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes.

The Contractor shall:

1. Place all bait boxes shall out of the general view, in locations where they will not be disturbed by routine operations.
2. Securely lock or fasten shut the lids of all bait boxes.
3. Securely attach or anchor to the floor all bait to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
4. Place bait in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. Label all bait boxes with the Contractor's business name and address, and dated at the time of installation and each servicing.

As a general rule, rodenticide application outside buildings shall target the direct treatment of rodent burrows wherever feasible. The Contractor shall be responsible for notifying the COR about the location of all rodent burrows on the premises that must be filled. The Contractor shall also be responsible for removing rodent carcasses.

The Contractor shall not store any pesticide product or container on Government property.

C.4.4 TASK 4 - INSPECTION AND ACCEPTANCE

After the Contractor notifies the COR that the service has been provided, the COR shall visually inspect the work area/treated area. If the work is not satisfactory, the COR shall advise the Contractor in writing. The COR shall repeat the inspection when assured that the work has been completed. The COR shall periodically conduct an unannounced site visit to observe and ensure that the Contractor is implementing all requirements specified in the Pest Control Plan.

When the work has been satisfactorily completed, the COR shall certify acceptance on the OF-127, Receiving and Inspection Report.

C.4.5 TASK 5 - CLEAN-UP OF AREA

Upon final acceptance by the COR, the Contractor shall remove temporary protective measures, tarps placed up for fumigation, and facilities installed for work by the Contractor. The contractor shall remove any warning placards.

The Contractor shall remove all tools, equipment and supplies from the work area. The contractor shall not leave behind pesticides, empty pesticide containers or equipment used for pesticide application in the work area.

The work area shall be free of dirt and/or debris when the project is complete. The contractor shall patch and cover all holes drilled by the Contractor with standard construction materials.

The Contractor shall comply with the Department of State's cleaning and safety regulations. The Contractor shall not:

- Burn waste materials.
- Bury debris or excess materials.
- Allow volatile, harmful or dangerous materials to enter the drainage system.

C.4.6 OTHER REQUIREMENTS

Manner and Time to Conduct Service

The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the COR at least one day in advance.

Safety Precautions

The Contractor shall observe all safety precautions throughout the performance of this contract and be prepared to clean up any pesticide spills. The Contractor shall provide for proper protection of applicators in accordance with label instructions and local country safety and health requirements. Certain areas within some buildings may require special instructions for persons entering the building. The COR will explain any restrictions associated with these special areas. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site. The following areas are restricted:

Prohibited Areas:

- ***All secure, classified, and Controlled Access Areas (CAA)***
- ***Communications/IT server rooms***
- ***Vault areas and any space with security classification signage***
- ***Marine Security Guard Residence (MSGR) private quarters***
- ***Consul General Residence (CGR) private living areas and personal offices***
- ***Areas containing classified materials or equipment***

The Contractor shall take appropriate continuous measures as necessary to protect all building occupants from the hazard of exposure to pesticides. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on its part or that of its employees or subcontractors that results in illness or death.

Insurance

The Contractor shall submit a certificate of comprehensive general liability insurance including bodily injury, personal injury, premises/operations, independent contractors, products and completed operations, contractual liability and broad form property damage. The insurance shall include a specific endorsement for the extension of coverage to Pest Control and pesticide applications. The State Department shall be shown on the certificate as an "additional insured". A copy of the policy shall be provided with any Certificate of Insurance. The certificate shall further provide that the State Department be given thirty (30) days prior notice of cancellation or any change in coverage. Minimum acceptable liability coverage is:

PKR 250,000 Combined Single Incident Limit for Bodily Injury and Property Damage, and

PKR 50,000 Bodily Injury and Property Damage (each occurrence)

If umbrella excess coverage is used to satisfy these limits, the certificate of insurance shall indicate that it is following the Primary Policy.

Contractor Personnel

All Contractor personnel providing on-site pest control service must meet local requirements in the host country where service is actually performed, for training, registration, or certification as may be required by the local laws of the host country. Unqualified individuals shall not be permitted to provide service under the terms of this contract. In addition, all applicators must review, understand and abide by the pesticide labeling instructions and Department-authorized uses, which are a subset of the labeling instructions.

The COR may request removal of any Contractor personnel from the work site for cause, such as inappropriate behavior, unfit persons not skilled in the work, or lack of appropriate equipment or materials. The Government shall not be responsible for the cost of returning or replacing this person at the work site.

Contractor Use of Premises

The Contractor must be escorted by Facility Management staff at all times.

The Contractor personnel must be vetted prior to entry.

All equipment subject to inspection

The Contractor shall confine operations to the areas specified in this contract. The contractor shall not disturb portions of the site beyond areas in which work is indicated.

The Contractor shall conform to the Post's security rules and regulations affecting the work while engaged in pesticide application or regarding personal behavior.

The Contractor shall keep existing driveways and entrances serving the premises clear and available to Post personnel and the public at all times.

The Contractor shall not unreasonably encumber the site with materials or equipment.

The Contractor shall take all necessary precautions to protect the building or site and its occupants during the application of pesticides. The COR shall provide the occupant(s) of the property(ies) to be treated with a notice of pesticide precautions focusing on whether premises should be vacated and the applicable re-entry requirements. A notification form from M/DGP/MED/EHPM is included as Exhibit 3 in Section J of this contract.

Owner Occupancy

The Government shall occupy the portions of the buildings not affected by the pest control operations during the period of application. The Contractor shall cooperate fully with the COR to minimize conflicts and to facilitate occupant's usage. The Contractor shall perform the work so as to interfere with Post operations as little as possible.

Reporting Accidents

The Contractor shall prepare and submit to the COR and the POSHO reports of significant accidents on site. The Contractor shall record and document data and actions taken in accordance with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss is sustained, or where the event posed a significant threat of loss of property or personal injury.

Unusual Conditions

When an unusual condition of the property or site is discovered during work (e.g., pesticide leaks on the interior of foundations, or any pesticide application which may contaminate a building or overexpose an occupant), the Contractor shall stop work immediately and advise the COR. The Contractor shall follow with a special report, if deemed necessary by the COR.

Emergencies

The Contractor shall discuss emergency service issues with the COR or other Post personnel to reach a common understanding as to fire, ambulance, or other agencies that service the abatement work site in case of an emergency. The Contractor shall post in the work area the telephone numbers and locations of emergency services including, but not limited to, fire, ambulance, doctor, and hospital.

Any Contractor personnel at the work site shall notify emergency service agencies if necessary.

SECTION D - PACKAGING AND MARKING

- RESERVED -

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

CLAUSE TITLE AND DATE

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

52.246-14 INSPECTION OF TRANSPORTATION (APR 1984)

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.

Performance Objective	PWS Para	Performance Threshold
Services. Performs all pest management services set forth in the performance work statement (PWS)	C.1 thru C.4	All required services are performed and no more than one (1) customer complaint is 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 one (1) customer complaint 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, August 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 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: *https://acquisition.gov/far/index.html* 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 https://www.state.gov/policy-issues/acquisition-and-procurement/ 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.

CLAUSE	TITLE AND DATE
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

F.2 PERIOD OF PERFORMANCE

F.2.1. The contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until ***one year with four one-year options if exercised.***

F.2.2. The Government may extend this contract under FAR 52.217-9, Option to Extend the Term of the Contract , which also specifies the total potential duration of the contract, or FAR 52.217-8.

F.3 DELIVERY SCHEDULE

To be shown on Task Orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

G.1.1. 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 ***Assitant Post Occupational Safety and Health Officer (APOSHO)***

G.1.2 DUTIES

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

G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices in an original and three (3) copies to the Contracting Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

Financial Management Officer
U.S. Embassy,
Diplomatic Enclave, Ramna 5,
Islamabad

Contractor shall submit invoice to Finance Department on the email address given below:
KarachiFMCInvoices@state.gov

G.3 RECORDKEEPING REQUIREMENTS

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

- A copy of the PCP for each property, including all of the attachments (i.e., labels, Material Safety Data Sheets, and local license).

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

- Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all information on pesticide application required by statute. These report forms may incorporate all of the pest surveillance data.

- Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site or pesticide application.

G. 4. 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. Consulate has a tax exemption certificate with the host government.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TASK ORDERS

(a) The Government shall authorize work only through the issuance of task orders executed by the Contracting Officer. The Government shall establish task orders on a firm fixed-price basis and shall be modified solely by a written modification executed by the Contracting Officer.

(b) The contractor shall perform only those services specifically authorized in the individual task orders issued under this contract. The Contractor shall complete all work and services under this contract within the period of performance specified in the task orders.

H.2 GOVERNMENT FURNISHED PROPERTY

(a) The Government will not make available to the Contractor any Government-furnished property except as stated in an individual task order.

(b) The Contractor shall provide all materials, supplies and equipment and shall remain the property of the Contractor. The Contractor shall remain fully responsible for the removal as well as the packing and crating of any remaining materials, supplies or equipment from the post at the conclusion of the service.

H.3 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer under FAR 52.216-18.

H.4 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. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

SECTION I - CONTRACT CLAUSES

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

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

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CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

52.204-13 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

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 ENTITIES (DEC 2023)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (JAN 2025)

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 (JUN 2020)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—

MODIFICATIONS (NOV 2021)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

52.224-3 PRIVACY TRAINING (JAN 2017)

52.225-5 TRADE AGREEMENTS (NOV 2023)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAY 2020)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

52.228-3 WORKERS' COMPENSATION INSURANCE (DBA) (JUL 2014)

52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.232-1 PAYMENTS (APR 1984)

52.232-7 PAYMENTS UNDER TIME AND MATERIALS AND MATERIALS/LABOR HOUR CONTRACTS (NOV 2021)

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)

52.232-24 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 ACCLERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

52.233-1 DISPUTES (JUL 2002), *Alternate I (DEC 1991)*

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JUL 1995)

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) *Alternate II (APR 1984)*

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)

52.246-26 REPORTING NONFORMING ITEMS (JUN 2020)

52.248-1 VALUE ENGINEERING (JUN 2020)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE (APR 1984)

52.249-14 EXCUSABLE DELAY (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2. FAR CLAUSES INCLUDED IN FULL TEXT

I.2.1 52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2025) **(OMIT IF OVER SAT)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(vi) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(ix) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(xi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(xii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.233-1, Disputes (May 2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Jan 2025).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(iii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(ix)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products as prescribed at FAR 23.109(d)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).

(xviii)

(A) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $50,000).

(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of 52.225-1: (A)

The cost of its components mined, produced, or manufactured in the United States exceeds ____ percent of the cost of all its components. [*Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).*])

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(xxiv) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Jan 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

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

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

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

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

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

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

(End of clause)

I.2.2 <u>52.216-18 ORDERING (AUG 2020)</u>

~~(a)~~ Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued after the date specified in notice to proceed.

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

~~(c)~~ A delivery order or task order is considered "issued" when –

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either –

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

~~(d)~~ Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I.2.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [PKR 266,000], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of [5,321,000;
(2) Any order for a combination of items in excess of [5,321,000]; or
(3) A series of orders from the same ordering office within [7] days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

I.2.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

I.2.5 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.

I.2.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (years).

I.2.7 RESERVED

I.2.8 RESERVED

I.2.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 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 30 September 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.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.2.10 652.204-70 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* .

I.2.11 652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:
(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

I.2.12 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

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

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

I.2.13 652.225-71 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.

I.2.14 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

Only applicable for US Firms

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.

I.2.15 652.229-71 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.2.16 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Juneteenth
Eid-ul-Azha (Pakistan) 2 days
9th & 10th Muharram (Pakistani) 2 days
Pakistan Day (Pakistani)
Eid I Milad un Nabi (Pakistani)
Labor Day (Pakistani)
Independence Day (Pakistani)
Eid ul Fitr (Pakistani) 2 days

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

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

(c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in

operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

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

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

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

(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.

I.2.17 652.242-73 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.

I.2.18 652.243-70 NOTICES (AUG 1999)

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

I.2.19 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.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Exhibit 1 Model Pest Control Plan Form – accessed through SHEM's Integrated Pest Management Program at:

http://obo.m.state.sbu/ops/shem/Pages/IPMProgram.aspx

Exhibit 2 Department-Authorized EPA Registered Professional-Use Pesticides for Common Pests – accessed through SHEM's Integrated Pest Management Program at:

http://obo.m.state.sbu/ops/shem/Pages/IPMProgram.aspx

Exhibit 3 Pesticide Application Notification – accessed through SHEM's Integrated Pest Management Program at:

http://obo.m.state.sbu/ops/shem/Pages/IPMProgram.aspx

Exhibit 4 List of Building(s) and Pest Problem(s)

Exhibit 5 Sample Cost Proposal

SHEM
SAFETY, HEALTH & ENVIRONMENTAL MANAGEMENT

U.S. Department of State Pesticide Application Plan

Use this form to authorize and document pesticide applications in Department facilities after confirming the necessity for pest control. Correct the conditions causing the pest issue to prevent recurrence. Only the specified pesticide and application method are permitted.
This form is not necessary for the use of ant and cockroach bait gel or stations.

1. ADDRESS OF PROPERTY TO BE TREATED:	2. Date of Application
3. AREA(S) TO BE TREATED: **(Preferably, attach a drawing of the areas to be treated)**	INDOORS ☐ OUTDOORS: ☐
4. TARGET PEST(S) **(e.g. cockroaches, ants, rats, subterranean termites)**	
5. NAME OF PESTICIDE **(Attach a copy of the label)**	
6. INGREDIENTS AND PERCENTAGES:	

7. DILUTION RATE:	8. DILUTED WITH:	8. FINAL CONCENTRATION:

9. METHOD OF APPLICATION **(e.g. crack & crevice spray, bait gels, soil injection & trenching, bait stations, mechanical traps etc.)**
10. AMOUNT TO BE USED:
11. MEASURES TO ENSURE SAFETY OF OCCUPANTS/PROPERTY/ENVIRONMENT:
☐ 1) Preparation (e.g. remove pets, discard debris)
☐ 2) During Application (e.g. post signs, place plastic sheeting)
☐ 3) Prior to Re-occupancy (e.g. ventilate area, dry surfaces)
12. COMMENTS:

13. PLAN PREPARER PRINTED NAME:	14. APPLICATOR'S COMPANY/TITLE:	
15. PREPARER'S SIGNATURE:		15. DATE
16. NAME(S) OF APPLICATOR(S) (List supervisor first & attach credentials)		
1)	3)	
2)	4)	
17. POSHO APPROVED ☐ ☐ **NO**	POSHO SIGNATURE:	
PRINTED NAME	TITLE (POSHO, GSO, COR, FM):	DATE

18. ATTACHMENTS			
☐	PESTICIDE LABEL(S) (Department-authorized & in English)	☐	COPY OF APPLICATOR'S LICENSES/ CERTIFICATIONS
☐	SAFETY DATA SHEET(S)	☐	SHEM AUTHORIZATION UNLESS LISTED ON TABLE 2

19. COPIES			
☐	Applicator	☐	COR (if applicable)
☐	Application Monitor	☐	Pest Control Records

U.S. Department of State Pesticide Application Plan
Instructions Page

1. Address Of Property to Be Treated: The specific location where the pesticide will be applied. The address is essential for documenting and tracking pesticide usage, ensuring compliance with regulations, and providing accurate records for future reference Indoor or Outdoor needs identified	**11. Measures To Ensure Safety of Occupants/Property/Environment:** Ensuring the safety of occupants, property, and the environment when using pesticides involves several important measures. Follow the provided checklist in this section.
2. Area(s) to be Treated: **(Preferably, attach a drawing of the areas to be treated**): Refers to the specific locations or surfaces where the pesticide will be applied. This could include building, particular room, space that need treatment.	**12. COMMENTS**: This section is provided for additional comments
3. Target Pest: The specific pest that pest management measures are directed towards. Please provide the species of the pest and be as specific as possible.	**13. Plan Preparer Printed Name:** Name of the person that is preparing the form. This form should be prepared by or with the pest contractor.
4. Name of the Pesticide: Brand name under which the pesticide is sold.	**14. Applicator's Company/Title:** Name of the pest applicator company's and the pest applicator
5. Active Ingredients and Percentages: **Active ingredients:** Are the chemicals in a pesticide product that act to control the pests. **Percentage:** Indicates how much of the active ingredient is present in the product, which helps determine the correct dosage for effective pest control.	**15. Preparer's Signature:** Preparer's digital signature and date of when form was completed.
6. Dilution Rate: The dilution rate for a pesticide is the amount of concentrate to be mixed with water or another diluent to achieve the right strength. This rate is usually found on the label and can vary based on the type of formulation and the target pest. This rate is usually specified on the pesticide label and can vary depending on the type of formulation (e.g., liquid concentrate, wettable powder, granules) and the target pest.	**16. Name(s) Of Applicator(s) (List Supervisor First & Attach Credentials):** Provide the first an last name of the applicator(s), first and last name of the supervisor and list the credential(s)
7. Diluted With: Pesticides are usually diluted with water to achieve the correct concentration for effective use. Depending on the formulation and the instructions on the label, other diluents like oil or specific solvents may also be used.	**17. POSHO Approved:** POSHO should approve the pest application plan prior to pesticide application. POSHO must provide name, title, digital signature and date prior to pesticide application
8. Final Concentration: Refers to the specific strength or dilution of the active ingredient in the solution that's ready to be applied. It's the end result after mixing the pesticide concentrate with water or another diluent according to the instructions on the label.	**18. Attachments:** The following documents must be attached and saved with each individual pest application plan: • Pesticide label(s) • Safety Data Sheet (SDS)s of the Pesticide(s) used • Copy of Applicator's Licenses/ Certifications • SHEM Authorization Unless Listed On Table 2
9. Method of Application: Refers to the specific technique or process used to apply the pesticide to the target area.	**19. Copies:** Provide copies for record keeping to: • Applicator • Applicator Monitor • COR (if applicable) • Pest Control Records
10. Amount To Be Used: Amount of diluted material used.	

Pesticide Application Plan is needed for each induvial pesticide application

Table 2

DEPARTMENT-AUTHORIZED EPA-REGISTERED PROFESSIONAL-USE PESTICIDES FOR COMMON PESTS

Except for garden pesticides Professional-use pesticides must be Department-authorized. The pesticides listed below are "pre-authorized' and are available from a variety of sources including DOD and VESERIS. See ordering instructions on the SHEM website. Posts must ensure that authorized pesticides are available locally or procure and stock them. Local equivalents require review by OBO/OPS/SHEM. Remember that not all uses described on the pesticide label are authorized and that the POSHO must review and approve each pesticide application in writing. Garden pesticide should be the least toxic effective option and must be applied following all prudent procedures and protective measures.

Ants	Indoors, use bait gel. If the bait preference of the ants, protein & sweet bait can be purchased.	(Syngenta)	Apply directly into cracks and crevices in dollops in aggregation areas. Do not use liquid pesticides in conjunction with bait.
		(Bayer)	
		likely be acceptable. Submit label to	
	Outdoors, apply a liquid containing directly on nests and/or around building exterior	Demand CS w/ Lambda-cyhalothrin (Control Solutions) Label SDS	Follow mixing and dilution rate instructions on label.
		Label SDS	
Cockroaches	Indoors apply bait gel in cracks and crevices and small dollops in areas of cockroach activity. Apply directly in aggregation areas.		Apply directly into cracks and crevices in dollops in aggregation areas.
		Indoxacarb (Syngenta)	

Table 2

DEPARTMENT-AUTHORIZED EPA-REGISTERED PROFESSIONAL-USE PESTICIDES FOR COMMON PESTS

		Various including Maxforce Roach Killer Bait Gel[1] w/ fipronil (Bayer) Label SDS	
TARGET PEST(S)	**PESTICIDE**	**PRODUCTS***	**BRIEF USE INSTRUCTIONS**
Cockroaches and some stored product pests	Insect growth regulator prevents maturation. Often used with cockroach baits and stimulates feeding. Only recommended for multi-family buildings.	Gentrol Point Source –with hydroprene (Zoecon/Wellmark) Label SDS	Press to activate. Place in areas of pest activity away from child access. Use at least 1 /75 ft^2 of area. Replace every 3 months. Use in conjunction with gel bait.
Fleas	Aerosol, "bomb", liquid sprays containing a pyrethrin/pyrethroid and an insect growth regulator such as methoprene or pyriproxyfen.	Various – label should indicate that product kills emerging fleas and is effective for several months.	Follow label instructions. Note that some "bomb" type products are potentially flammable – ignition sources must be extinguished prior to treatment.
Indoor Crawling Insects (e.g., roaches, ants, spiders, silverfish) NOT fleas!	Liquid insecticide spray containing 0.015-0.030% lambda cyhalothrin or 0.1% cyfluthrin. Apply to **exterior** perimeter foundation and outdoor surfaces such as porches, patios, garages. For indoor spot and crack and crevice application on rare occasions when bait gels and exterior treatment are not effective, apply where pests congregate or have been seen. Consult label on specific pests.	Tempo SC Ultra - 24.3% cyfluthrin, liquid concentrate (Bayer) Label SDS	Mix in water for 0.05% finished concentration. For heavy infestations, mix 0.1% finished concentration.
		Demand CS with Lambda-cyhalothrin (Control Solutions) Label SDS	Follow mixing and dilution rate instructions on label. Typical dilution is 1 tablet per gallon of water.
	Ready-to-use, weather/ moisture resistant bait. Can be applied to exterior perimeter areas or indoors.	Niban Fine Granular – 5% orthoboric acid (Nisus Corp) Label SDS	Apply only in areas inaccessible to children & pets. Apply liberally to cracks & crevices.
Mosquitoes, outdoors	Larvicide 10% containing *Bacillus thuringiensis berliner var israelensis* (bti) added to standing water for sustained release of larvicide	Various including: Bactimos Briquets – 10% bti Mosquito Bite – Label SDS Mosquito Dunks- Label SDS	Briquets release bti for a period of 30 days or longer. Break into bits for small containers of water such as potted plant saucers.

Table 2

DEPARTMENT-AUTHORIZED EPA-REGISTERED PROFESSIONAL-USE PESTICIDES FOR COMMON PESTS

	Liquid insecticide spray containing 0.015-0.030% lambda cyhalothrin. Apply **outdoors** as residual spray for on surfaces and vegetation where adult mosquitoes congregate and the property perimeter.	Demand CSwith Lambda-cyhalothrin (Control Solutions) Label SDS	Follow mixing and dilution rate instructions on label.
TARGET PEST(S)	**PESTICIDE**	**PRODUCTS***	**BRIEF USE INSTRUCTIONS**
Weeds, grasses and other plants	Non-selective herbicide (i.e., kills all vegetation) liquid containing glyphosate. Spray applied.	Roundup Pro - 41% glyphosate, water soluble liquid (Monsanto) Roundup Dry Pack - 0.96% glyphosate (Monsanto) or generic versions	For both Roundup products (liquid and dry pack) mix with water in accordance with label instructions for selected vegetation to be controlled.
Weeds	Selective herbicide (kills certain plants such as broadleaf weeds and brush while leaving desirable grasses) containing dichloro-phenoxyacetic acid (2,4 –D)	2,4 –D dichloro-phenoxyacetic acid emulsifiable liquid	Mix 2,4-D with water in accordance with label instructions for selected weeds and other vegetation to be killed.
Rodents: rats and mice, domestic	Single dose anticoagulant bait containing - 0.005% bromadiolone or brodifacoum in small paraffin blocks. Use up baits in pellet form and use only in tamper proof bait stations (ordered separately). Note: Use of bait indoors is not recommended for controlling rats (use traps instead).	Contrac Blox - 0.005% bromadiolone. Single dose anticoagulant bait in 1 oz blocks Label SDS Weather Blok XT - 0.005% brodifacoum. (Syngenta) Label SDS	Place bait in bait station. Ensure bait station cannot be moved. **Rats:** place bait stations at intervals of 15 to 30 feet. Maintain an uninterrupted supply of fresh bait for 10 days or until signs of rat activity cease. **Mice:** apply ¼ to ½ ounce of bait at intervals of 8 to 12 feet per placement. Up to 2 ounces may be required for high mouse activity. Maintain uninterrupted supply of fresh bait for 15 days or until signs of mouse activity cease.

Table 2

DEPARTMENT-AUTHORIZED EPA-REGISTERED PROFESSIONAL-USE PESTICIDES FOR COMMON PESTS

TARGET PEST(S)	PESTICIDE	PRODUCTS*	BRIEF USE INSTRUCTIONS
Wood-Destroying Organisms –Termites (subterranean and drywood) powderpost beetles, and carpenter ants, etc.	Liquid borate products can be as a pre-treatment of indoor wood surfaces to prevent infestations. Apply to raw wood preferably prior to installation.	BORA-CARE -disodium octaborate tetrahydrate (Nisus Corp) Label SDS	Mix with water and apply by brush or spray injection to bare wood or to wood surfaces without a water-repellent barrier.
		Tim-BOR - disodium octaborate tetrahydrate (Nisus Corp) Label SDS	
Termites, subterranean	Liquid termiticide containing 0.06% fipronil or 0.05% imidacloprid outdoors in the soil around the building by injection and/or trenching to create a termite resistant barrier for several years. Powder pack concentrate may be easier to ship, but each makes a minimum batch of 25 gallons. Liquids in tip-and-measure containers can make are more practical for smaller needs.	Termidor 80 WG 80% fipronil (BASF) Label SDS	Mix 1 packet per 25 gallons of water for a 0.06% finished concentration for typical situations. Apply 4 gallons per 10 linear feet of building perimeter. Follow label.
		Termidor SC 9.1% fipronil (BASF) Label SDS	Mix 0.8 oz per gal water or 78 oz per 100 gal. Tip and measure container can mix as little as 1 gallon for spot treatments.
		Premise 75 75% Imidacloprid (Bayer) Label SDS	Typically, mix 1 packet per 25 gallons of water for a 0.05% finished concentration. Apply 4 gallons/10 linear feet of perimeter.
		Premise SC 2 21.4% Imidacloprid Label SDS	Mix 8-16 oz per gallon of water.
	Termite baiting systems are only authorized when there is a local certified contractor to confirm that the bait is effective on the type of termite and to monitor and service the stations.	Various including Sentricon w/ Recruit - 0.5% Hexaflumuron (Dow Elanco)	Available only thru DowAgro-authorized pest control professionals. Posts must contract for this service and continue monitoring for a minimum of 2 years.

Table 2

DEPARTMENT-AUTHORIZED EPA-REGISTERED PROFESSIONAL-USE PESTICIDES FOR COMMON PESTS

TARGET PEST(S)	PESTICIDE	PRODUCTS*	BRIEF USE INSTRUCTIONS
Termites, drywood and other wood infesting insects such as beetles and carpenter ants	Liquid termiticide containing 0.06% fipronil or 0.05% imidacloprid for indoor treatment of small areas of wood-infesting insects, e.g. drywood termites. Apply by brushing or spraying the diluted spray evenly on wood surfaces or preferably injecting the liquid into wood. Powder packs concentrate may be easier to ship, but each makes a minimum batch of 25 gallons. Liquids in tip-and-measure containers can make are more practical for smaller needs that are more typical of drywood termite problems.	Termidor 80 WG 80% fipronil (BASF) Label SDS	Mix 1 packet per 25 gallons of water for a 0.06% finished concentration.
		Termidor SC 9.1% fipronil (BASF) Label SDS	Mix 0.8 oz per gal water or 78 oz per 100 gal. Tip and measure container can be used to mix as little as 1 gallon for spot treatments.
		Premise 75 75% Imidacloprid (Bayer) Label SDS	Mix 1 packet per 25 gallons of water. Apply as foam to voids & galleries & between sill plate and foundation &/or by drilling & injecting
		Premise SC 2 21.4% Imidacloprid (Bayer) Label SDS	Mix 8-16 oz per gallon of water
		Tempo 2 EC/SC Ultra - 24.3% cyfluthrin, liquid concentrate (Bayer)	Use a 0.1% dilution of Tempo 2. Mix 16 ml of Tempo 2 in 1 gal. of water. Detailed instructions are covered on the label.

PESTICIDE APPLICATION NOTIFICATION

IMPORTANT INFORMATION ABOUT YOUR SCHEDULED PEST TREATMENT

A professional pes?ide applicator has been scheduled to treat your home or office for pests that could not be controlled through non-chemical methods. This document contains important safety informa?n to protect you, your family, pets, and property.

ABOUT THE TREATMENT

- Products Used: Only EPA-registered and Department-approved pes?ides will be used
- Applica?n Method: Typically applied to cracks and crevices where pests live
- Safety Informa?n: Labels and safety data sheets are available from your GSO, POSHO, or health unit

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PREPARATION CHECKLIST (BEFORE TREATMENT)

□ Vacate the area during spray applica?n (including all people and pets)
□ Cover fish tanks with plas? if they cannot be removed
□ Remove all toys from the treatment area
□ Remove all food items, dishes, pots, pans and cooking/ea?g utensils from areas to be treated
□ Close windows when outdoor spraying will occur. Pes?ide residues linger in indoor spaces longer than outdoors.

AFTER TREATMENT SAFETY MEASURES

□ Wait un?all treated surfaces are completely dry before returning (typically 1-2 hours minimum)
□ Open doors, windows and use fans to increase ven?a?n for at least 4 hours. If using an HVAC system, consider using the "fresh air" or "outdoor air" se?g if outdoor air quality index is good or moderate.
□ Wash thoroughly with soap and hot water any items that may have contacted pes?ides
□ Keep children and pets away from all bait sta?ns and treated areas

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IMPORTANT SAFETY WARNINGS

- Do NOT use surface sprays to treat en?e floors, walls, or ceilings
- Do NOT place rodent or insect baits where children or pets can reach them
- All rodent bait must be secured in tamper-proof bait sta?ns
- NEVER apply bait granules in loose form - they resemble food or candy and pose a serious inges?n hazard to children and pets
- Keep all pes?ide products in their original labeled containers, out of reach of children

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PREVENTION TIPS

Reduce the need for chemical treatments by:

- Removing food and water sources
- Sealing entry points
- Maintaining clean living/working spaces
- Promptly addressing moisture issues

PESTICIDE APPLICATION NOTIFICATION

IMPORTANT INFORMATION ABOUT YOUR SCHEDULED PEST TREATMENT

A professional pes?cide applicator has been scheduled to treat your home or office for pests that could not be controlled through non-chemical methods. This document contains important safety informa?on to protect you, your family, pets, and property.

QUESTIONS OR CONCERNS?

Contact your Post Occupa?onal Safety and Health Officer (POSHO):

Name: _____

Phone/Email: _____

Date of Applica?on: _____

Areas to be Treated: _____

Re-entry Time: _____

This notification complies with Department safety regulations for pesticide application.

EXHIBIT 4 – LIST OF BUILDING(S) AND PEST PROBLEM(S)

- NCC
- MSGR
- CGR
- SDA (New/Old)
- Warehouse
- FAC Shops
- CACs
- Rangers Barracks
- UGM Office
- LGF Admin building

EXHIBIT 5 – SAMPLE COST PROPOSAL

Company Name and Address:			
Location 1:			
Price Proposal:			
LABOR CATEGORY	NUMBER OF HOURS	HOURLY RATE	TOTAL
Entomologist			
Supervisor/Foreman			
Technician			
Pest Control Laborer			
		TOTAL:	

Company Name and Address:			
Location 2:			
Price Proposal:			
LABOR CATEGORY	NUMBER OF HOURS	HOURLY RATE	TOTAL
Entomologist			
Supervisor/Foreman			
Technician			
Pest Control Laborer			
		TOTAL:	

GRAND TOTAL:	

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

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

(a) The offeror certifies that -

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

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

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

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

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

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

_____

_____

[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 2024)

(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 person 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 civil penalties as provided in 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

K.3 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.4 5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is_____ *[insert NAICS code]*.
(2) The small business size standard is _____ *[insert size standard]*.
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(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 products or commercial services.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting 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 provision 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 II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.
(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.
(C) If the acquisition value is $100,000 or more but is less than $102,280, 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: [*Contracting Officer check as appropriate.*]
__ (i) 52.204-17, Ownership or Control of Offeror.
__ (ii) 52.204-20, Predecessor of Offeror.
__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi) 52.227-6, Royalty Information.
__ (A) Basic.
__ (B) Alternate I.
__ (vii) 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)

Alternate I (Mar 2023). As prescribed in 4.1202(a) , substitute the following paragraph (a) for paragraph (a) of the basic provision:
(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	**Size standard**
_____	_____
_____	_____
_____	_____

[*Contracting Officer to insert NAICS codes and size standards*].
(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(End of provision)

Alternate I (MAR 2023). As prescribed in 4.1202(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	**Size standard**
_____	_____
_____	_____
_____	_____

[*Contracting Officer to insert NAICS codes and size standards*].

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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 paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services.
The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(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)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

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

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

(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

K.5 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS' REPRESENTATION (NOV 2015)

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

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

(c) Representation. The Offeror represents that.

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

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

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(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);

(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;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) 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.7. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. (FEB 2021)

(a) This provision does not apply to acquisitions at or 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 at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; 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 at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United

States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

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

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

(End of provision)

K.8 RESERVED

52.225-18 PLACE OF MANUFACTURE.

As prescribed in 25.1101 (f)(, insert the following solicitation provision:

PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

(2) □ Outside the United States.

(End of provision)

K.9 52.225-20 PROHIBITION CONDUCTING RESTRICTED BUISNESS 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.10 RESERVED

K.11 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

_____

Telephone Number: _____

K.12 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

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

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

K.13. RESERVED

K.14 THE FOLLOWING PROVISION IS INCORPORATED BY REFERENCE:

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

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

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE (48 CFR CHAPTER 1):

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.237-1	SITE VISIT (APR 1984)

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

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 (US Consulate General, Mai Kolachi Road Karachi) by obtaining written

and dated acknowledgment of receipt from US Consulate General Karachi.

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

(End of provision)

L.3 QUALIFICATIONS OF OFFERORS

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past ____5_____ years, demonstrating prior experience with relevant past performance information and references related to **Pest Management Control Programs**, including periods of performance, places of performance, value of contracts, contact names, telephone and email addresses. If the offeror has not performed comparable services in _Pakistan 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.

2. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Pakistan or plans to establish an office within 30 days of contract award.

3. The offeror shall provide proof of SAM registration to include the SAM UEI number.

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 **_Pest Management Control_** 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.

L.4 SUBMISSION OF OFFERS

L.4.1 GENERAL

This solicitation is for the pest management services described in Section C.

L.4.2 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following physically separate volumes:

Volume	Title	No. of Copies*
1	Executed Standard Form SF-1449, "Solicitation, Offer and Award and a completed Section K – Representations, Certifications and Other Statements of Offerors	1
2	Price Proposal and completed Section B – Supplies or Services and Prices/Costs	1
3	Business Management/Technical Proposal	1

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

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) SF-1449, if mailed, or the address set forth below, if hand-delivered (if this is left blank, the address is the same as that in Block 7 of SF-1449).

_____

_____

_____

_____

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

L.4.3 DETAILED INSTRUCTIONS

L.4.3.1 Volume I: Standard Form SF-1449

L.4.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B., including prices for all contract line items for all periods of performance.

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

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

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
(2) A list of the names, addresses, and telephone numbers of subcontractors to be used on the project, indicating what portions of the work will be performed by them.

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, demonstrating prior experience with relevant past performance information and references;

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

(4) Evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section I).
(5) Evidence of professional membership and certification from either the Pakistan Pest Management Association (PPMA) or the National Pest Management Association (NPMA)
(6) As required by H.7, Certificate of Insurance, offeror shall provide either:
- A copy of the Certificate of Insurance, or
- A statement that the Contractor will get the required insurance, and the name of the insurance provider to be used

(7) Offer shall provide their existing documentation for the following:
- Scope of services and treatment protocols
- Frequency of inspections and treatments
- Emergency response procedures
- Reporting requirements and formats
- Performance metrics and quality standards
- Warranty provisions and remediation procedures

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

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates;

(4) Contract dollar value;

(5) Brief description of the work, including responsibilities;

(6) Comparability to the work under this solicitation;

(7) Brief discussion of any major technical problems and their resolution;

(8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

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

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

L.5 RESERVED

L.6 **652.206-70 Advocate for Competition/Ombudsman.**

As prescribed in 606.570, insert the following provision:

ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, N/A, at N/A. 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/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L.7 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 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 non-responsible.

L.8 652.206-70 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/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

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

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

(End of provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 GENERAL. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation. The Government will make an initial review of proposals to determine compliance with these instructions. 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. This will include a review of the offeror's response to the requirements set forth in Section C through H, a review of the proposed project manager qualifications and experience, and a review of the offeror's past performance. The Government may also contact references provided as part of the Experience and Past Performance information as described in L.2.4(3)(b) 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 Section B.

d) Contractor Responsibility

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

(1) adequate financial resources or the ability to obtain them;
(2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
(3) satisfactory record of integrity and business ethics;
(4) necessary organization, experience, and skills or the ability to obtain them;
(5) necessary equipment and facilities or the ability to obtain them; and
(6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. The lowest price will be determined by multiplying the offered prices times the estimated quantities in Section B, and arriving at a grand total, including all options. 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 RESERVED

M.3 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.