Dear Prospective Quoter:

SUBJECT: RFQ – Gardening Services

The Embassy of the United States of America invites registered companies to submit quotes for Gardening Services, including swimming pool maintenance, at multiple Embassy properties captured at Appendix A. The service will only be required when the properties are vacant i.e., awaiting new occupants thus weekly quotes are preferred.

A site visit for all the residences would be held on Thursday (April 7, 2022) starting at 0830 hours. The meeting point is the Embassy parking area. PLEASE BE ON TIME. From there we will proceed to the residences. Please share list of not more than two team members who will attend, copies of their ID documents, your company name & phone number, not later than 0900 hours on Wednesday (April 6, 2022).

NB: Each participant is asked to bring a face mask to be worn onsite at all times. All participants will be required to maintain social distancing of at least 2 meters for the entire duration of the site visit. Also, at project execution stage, the awarded contractor will be required to comply with all Covid19 related measures / requirements.

Quotations, and completed NDAA Offeror Representation form, must be submitted on or before Wednesday (April 13, 2022) at 12:00hours. Technical and financial information must be in different envelopes/documents. The quotation package can either be dropped off at the Embassy main gate or emailed as a PDF document to the Contracting Officer at Mbabaneprocurement@state.gov. The envelope must be addressed as follows.

Contracting Officer
US Embassy Mbabane
P.O. Box D202, The Gables, H106
Eswatini
Project: Gardening Services

Direct any questions regarding this request for quotations to the Contracting Officer at Mbabaneprocurement@state.gov.

Sincerely,

Lee Thompson
Contracting Officer
Gardening Scope of Work

1. PERFORMANCE WORK STATEMENT
Provide comprehensive Landscape and Gardening Maintenance services, Irrigation and Grounds Litter Control services at the United States Government properties listed in appendix F.

1.1. GENERAL REQUIREMENTS
Maintenance and appearance of the grass, shrubbery, garden areas, trees, pools, and related landscape elements of the property owned by Embassy Mbabane are an important part of the representational responsibilities of the U.S. mission. The Government will measure the Contractor’s work by the appearance of the landscape covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

Extras are:
Bush Clearing
Disposal of Waste.

1.2. MANAGEMENT AND SUPERVISION

1.3. SUPERVISION. The Contractor shall designate a representative or be the representative who shall always be responsible for on-site supervision of the Contractor’s workforce. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

1.3.1. SCHEDULES. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of Embassy Mbabane. The Contractor shall deliver standard services between the hours of 7:30 AM and 5:00 PM Monday, and Thursday. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

1.3.2. QUALITY CONTROL. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.
1.4. GRASS CUTTING. The Contractor shall maintain the height of grass at 8cm and not more than 15cm centimeters, using equipment provided by them. The Contractor is responsible for fuels needed to complete this task.

1.4.1. EDGING. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

1.4.2. TRIMMING. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

1.4.3. WEEDING. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers.

1.5. TREE MAINTENANCE – The contractor(s) shall be responsible for tree maintenance in all the designated Landscape areas listed in Appendix A.

Mulch

a. Mulch shall be prepared by the contractor. The contractor will use the clippings of the grass mowing as well as leaves and small tree branches resulting from tree pruning to prepare mulch for trees.

1.5.1 MOWING, EDGING AND TRIMMING

a. Mowing will occur at least once every week and once in two weeks on dry seasons.

b. The grass will be mowed at a height not less than 8cm and not more than 15cm.

c. Care will be taken that the mowing does not leave lines on the grass.

d. All trash and debris shall be checked prior to mowing.

e. All areas bordering the grass shall be edged at each cutting. This includes all curbs boarding all roadways and paved ways/areas. A string trimmer or a steel blade edger may be used to edge. Waste from edging shall be removed from the areas.

f. Mowing equipment shall be well maintained and cutting blades shall be sharpened monthly. Only properly sized mowing equipment shall be used.

g. Mowers and other Landscape equipment shall not be used close to the stems or trunks of shrubs and trees.
h. Mowers shall not leave ruts. The contractor shall be responsible for all damage to plants, structures, vehicles, and irrigation systems caused by their work.

i. Contractor shall utilize blowers to ensure grass clippings are not left in planting beds, tree rings, streets, sidewalks.

Fertilizer
a. Apply fertilizers (organic or synthetic) only on lawn areas where the grass is showing signs of nitrogen deficiency

Removing thatch and Debris
a. Grass areas shall be always kept leaf litter-free.

1.5.2 SWIMMING POOL MAINTENANCE

a. Wash/power wash and clean tiled and paved areas around the swimming pool, care must be taken that foul water does not get inside the swimming pool

b. Remove debris and sediments inside the swimming pool, this shall be performed every time the contractor is on site.

c. Pool chemicals will be provided by the contractor for maintaining the correct hydrogen potential, safety, and cleanliness of the swimming pool

1.5.3. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

1.5.3 (a) The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:
• direct and encourage plant growth in directions desired,
• remove dead and unsightly growth, and
• maintain a neat and attractive appearance.

The Contractor shall always prune all hedges and shaped shrubs to maintain proper shape.

1.5.4. At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

1.6. LEAF REMOVAL. The contractor shall remove leaves and pine needles from the property.

1.7. RECYCLED MATERIALS.
The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.
1.8. REMOVAL OF DEBRIS. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways, and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

1.9. WATERING.

1.9.1. The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the contractor may request the COR's permission to suspend watering to avoid too much water in the soil.

1.9.2. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall consider the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

1.9.3. The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

1.9.4. The Government shall furnish the supply of water.

1.10 PEST AND DISEASE CONTROL.
The contractor shall maintain a program for controlling pests and plant disease to maintain flowers, shrubs, vines, trees, and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

1.11. HAZARDOUS AND TOXIC SUBSTANCES.
It is the contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

1.12. LOCATION FOR GARDENING SERVICES
All standard services are to be delivered on regular Post working days.
2. WORKING HOURS

All work shall be performed during normal working hours between 7:30 AM and 5:00PM on Monday and Thursday 7:30AM and 5:00 PM, except for the holidays. Other hours may be approved by the Contracting Officer's Representative. The Contractor must provide at least 24-hour advance notice to the COR who will consider any deviation from the hours identified above.

3. PERSONNEL REQUIREMENTS

3.1 GENERAL. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

3.2 STANDARD OF CONDUCT.

3.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat, and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

3.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays, or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

3.2.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

3.2.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

• Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

• Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;

• Unauthorized use of Government property, theft, vandalism, or immoral conduct.
• Unethical or improper use of official authority or credentials.

• Security violations; or,

• Organizing or participating in gambling in any form.

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

3.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

3.4 PERSONNEL SECURITY

3.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 14 days (2 weeks) days to perform. For each individual the list shall include:

• Full Name
• Place and Date of Birth
• Current residential Address
• Copy of ID Card
• Cellphone Number

3.4.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall always display identity card(s) on the uniform while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

4. MATERIALS AND EQUIPMENT

The Contractor shall use equipment provided by the contractor, including rakes, lawn mowers, hoe, pitchfork, pruning shears to perform the work identified.
5. INSURANCE

5.1 AMOUNT OF INSURANCE. The Contractor is required to provide whatever insurance is legally necessary.

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

1. Bodily Injury stated in US Dollars:
   Per Occurrence $500.00
   Cumulative $1,000.00

2. Property Damage stated in US Dollars:
   Per Occurrence $500.00
   Cumulative $1,000.00

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

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

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

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

5.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.
5.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

6. LAWS AND REGULATIONS

6.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

6.2 The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

7. (a) 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 gardening services set forth in the performance work statement (PWS) 1 thru 8. All required services are performed and no more than one (1) customer complaint is received per month

(b) 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.

(c) 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.

(d) PROCEDURES.

(1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
(2) The COR will complete appropriate documentation to record the complaint.

(3) 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.

(4) 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.

(5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(6) 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.

(7) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(8) 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.

ADMINISTRATIVE AND MANAGERIAL REQUIREMENTS
The contractor shall perform management and planning functions, and provide a schedule of activities to the CO/COR. The contractor shall notify the CO/COR in the event of an accident or damage to surrounding structures or utility services. The contractor shall be responsible for all damage to surrounding structures and/or facilities.

A. APPLICABLE DOCUMENTS:
The contractor shall:
1. Comply with all applicable provided project specifications.
2. Comply with all applicable local governmental worker/labor laws and policies
3. Comply with all applicable local and federal environmental statutes, regulations, guidance, and policy letters.

B. SAFETY REQUIREMENTS
1. The contractor shall be responsible for protecting the lives and health of employees and other persons, and preventing damage to property, materials, supplies, and equipment. The contractor shall comply with all US Department of State safety and health regulations.
   All on-site workers
   (Contractor and subcontractor)
   performing hazardous operations must be designated by the contractor as being qualified to perform the designated activity.

2. NOTE: NO bare feet, dress shoes, or flip flops on site allowed.
C. WORK-SITE MAINTENANCE

1. The contractor shall maintain the site in a clean, neat, and orderly manner (SITE CLEANED AT THE END OF EACH BUSINESS DAY)
2. The contractor is responsible for the removal and proper disposal of all debris incidental to the work described here: (This includes all leftover sand, gravel, hardened concrete, and soil left over from excavation).

D. PERSONNEL IDENTIFICATION
1. The contractor shall be responsible for providing identification for each employee assigned to the work site at a minimum of five (5) business days prior to the start of work for each employee.
2. The contractor identification list shall be provided to the regional security officer and may be submitted via the CO/COR.

E. QUALITY CONTROL
1. The CO/COR will inspect and approve materials and work prior to submittal of final payment. 
2. Daily inspections will take place and any work deemed defective will have to be re-done at no cost to US Embassy.

Contractors are to base quotations on current material pricing and labor rates.

Contractor’s Responsibility
The quotation should be submitted with a project schedule with clear timelines. Upon contract award, the contractor would be required to submit a list of workers’ photo IDs for security clearance, if the team is not already cleared. During project execution, the team is expected to clean the work area at the end of each workday. Also, Contractor must ensure that workers are always in full protective gear whilst within the USG facility. Contractors are required to comply with all local safety & environmental regulations.
# F. APPENDIX A: QUANTITIES

<table>
<thead>
<tr>
<th>Ln</th>
<th>Residences</th>
<th>Address</th>
<th>Total area (m²)</th>
<th>Swimming Pool (YES OR NO)</th>
<th>Gardening per Week (X)</th>
<th>Weekly Cost</th>
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<td>1</td>
<td>Gate 211</td>
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<td>2</td>
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<td>3</td>
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NB: Prices must be fixed for at least a year from date of quotation.
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

**FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.**
As prescribed in 4.2105(a), insert the following provision:

**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**
The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

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

(b) **Prohibition.**

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b), insert the following clause:

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

(a) Definitions. As used in this clause—

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

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

Covered telecommunications equipment or services means—

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

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

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

Critical technology means—

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

(End of clause)

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS (NOV 2013)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL</td>
</tr>
<tr>
<td></td>
<td>(JAN 2011)</td>
</tr>
<tr>
<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)</td>
</tr>
<tr>
<td>52.204-19</td>
<td>INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)</td>
</tr>
<tr>
<td>52.209-9</td>
<td>UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)</td>
</tr>
<tr>
<td>52.213-4</td>
<td>TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2018)</td>
</tr>
<tr>
<td>52.216-7</td>
<td>ALLOWABLE COST AND PAYMENT (JUN 2013)</td>
</tr>
</tbody>
</table>
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

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

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

52.228-11 PLEDGES OF ASSETS (JAN 2012)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

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

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
<table>
<thead>
<tr>
<th>Document No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.232-34</td>
<td>PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)</td>
</tr>
<tr>
<td>52.233-1</td>
<td>DISPUTES (MAY 2014) Alternate I (DEC 1991)</td>
</tr>
<tr>
<td>52.233-3</td>
<td>PROTEST AFTER AWARD (AUG 1996)</td>
</tr>
<tr>
<td>52.236-2</td>
<td>DIFFERING SITE CONDITIONS (APR 1984)</td>
</tr>
<tr>
<td>52.236-3</td>
<td>SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)</td>
</tr>
<tr>
<td>52.236-5</td>
<td>MATERIAL AND WORKMANSHIP (APR 1984)</td>
</tr>
<tr>
<td>52.236-6</td>
<td>SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)</td>
</tr>
<tr>
<td>52.236-7</td>
<td>PERMITS AND RESPONSIBILITIES (NOV 1991)</td>
</tr>
<tr>
<td>52.236-8</td>
<td>OTHER CONTRACTS (APR 1984)</td>
</tr>
<tr>
<td>52.236-9</td>
<td>PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)</td>
</tr>
<tr>
<td>52.236-10</td>
<td>OPERATIONS AND STORAGE AREAS (APR 1984)</td>
</tr>
<tr>
<td>52.236-11</td>
<td>USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)</td>
</tr>
<tr>
<td>52.236-12</td>
<td>CLEANING UP (APR 1984)</td>
</tr>
<tr>
<td>52.236-13</td>
<td>ACCIDENT PREVENTION (NOV 1991)</td>
</tr>
<tr>
<td>52.236-14</td>
<td>AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)</td>
</tr>
<tr>
<td>52.236-15</td>
<td>SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)</td>
</tr>
<tr>
<td>52.236-21</td>
<td>SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)</td>
</tr>
<tr>
<td>52.236-26</td>
<td>PRECONSTRUCTION CONFERENCE (FEB 1995)</td>
</tr>
<tr>
<td>52.242-14</td>
<td>SUSPENSION OF WORK (APR 1984)</td>
</tr>
<tr>
<td>52.243-4</td>
<td>CHANGES (JUN 2007)</td>
</tr>
<tr>
<td>52.243-5</td>
<td>CHANGES AND CHANGED CONDITIONS (APR 1984)</td>
</tr>
</tbody>
</table>
52.244-6  SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)

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

52.245-9  USE AND CHARGES (APR 2012)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.246-17  WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

52.246-21  WARRANTY OF CONSTRUCTION (MAR 1994)


52.249-10  DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.249-14  EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

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

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

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

(End of clause)

652.229-71  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.

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

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

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

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

(1) Scaffolding;
(2) Work at heights above 1.8 meters;
(3) Trenching or other excavation greater than one (1) meter in depth;
(4) Earth-moving equipment and other large vehicles;
(5) Cranes and rigging;
(6) Welding or cutting and other hot work;
(7) Partial or total demolition of a structure;
(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

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

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

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

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

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

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

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

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

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

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

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 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.

(End of clause)

652.243-70 NOTICES (AUG 1999)
Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

QUOTATION INFORMATION - QUALIFICATIONS OF OFFERORS:
Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

(1) Be able to understand written and spoken English;
(2) Have an established business with a permanent address and telephone listing;
(3) Be able to demonstrate prior experience with suitable references;
(4) Have the necessary personnel, equipment and financial resources available to perform the work;

24
(5) Have all licenses and permits required by local law;
(6) Meet all local insurance requirements;
(7) Have no adverse criminal record; and
(9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

EVALUATION CRITERIA:

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- a detailed project schedule showing work phasing and proposed daily progress.
- satisfactory record of company registration, integrity and business ethics, including tax clearance;
- list of past projects of the same nature, with references
- necessary organization, experience, and skills or the ability to obtain them.
- necessary equipment and facilities or the ability to obtain them; and otherwise, qualified and eligible to receive an award under applicable laws and regulations.