



EMBASSY OF THE  
UNITED STATES OF AMERICA

American Embassy Nouakchott  
Date: 02/20/2013

To: Prospective Quoters

Subject: Request for Quotations number SMR60013R005

Enclosed is a Request for Quotations (RFQ) for hotel rooms if you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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

Quotations are due by 02/28/2013 at 11:00 am.

Sincerely,

A handwritten signature in dark ink, appearing to be "A. H.", written over a horizontal line.

Contracting Officer

Enclosure

|   |   |                              |  |   |     |   |  |
|---|---|------------------------------|--|---|-----|---|--|
|   |   |                              |  | 1. REQUISITION NUMBER   |     | PAGE 1 OF   |  |
| 2. CONTRACT NO.   |   | 3. AWARD/EFFECTIVE<br>DATE   |  | 4. ORDER NUMBER   |     | 5. SOLICITATION NUMBER<br><br>SM600-13-R-0005   |  |
|   |   |                              |  |   |     | 6. SOLICITATION ISSUE DATE<br><br>02/20/2013  |  |
| <b>7. FOR SOLICITATION</b><br><br><b>INFORMATION CALL</b>   |   | a. NAME<br><br>ANDREW HUDSON |  |   |     | b. TELEPHONE NUMBER(No collect calls)<br><br>4525 2660  |  |
|   |   |                              |  |   |     | 8. OFFER DUE<br><br>Feb 28, 2013  |  |
| 9. ISSUED BY<br>U.S. Embassy<br>288, Rue 42-100 Abdallaye<br><br>Nouakchott<br>Mauritania   |   | CODE                         |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED<br><br><input type="checkbox"/> SET ASIDE: % FOR<br><br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><br><input type="checkbox"/> 8(A)<br><br>NAICS:<br><br>SIZE STD: |     | 11. DELIVERY FOR FOB<br>DESTINATION UNLESS BLOCK IS<br>MARKED<br><br><input type="checkbox"/> SEE SCHEDULE<br><input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 700) |  |
|   |   |                              |  |   |     | 12. DISCOUNT TERMS<br><br>None  |  |
|   |   |                              |  |   |     | 13b. RATING   |  |
|   |   |                              |  |   |     | 14. METHOD OF SOLICITATION<br><br><input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP   |  |
| 15. DELIVER TO<br><br>Address in Block 9  |   | CODE                         |  | 16. ADMINISTERED BY<br><br>CODE   |     |   |  |
| 17a. CONTRACTOR/<br><br>Prospective Offerors  |   | CODE                         |  | FACILITY  |     | 18a. PAYMENT WILL BE MADE BY<br><br>FMO<br><br>AMERICAN EMBASSY   |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH<br>ADDRESS IN OFFER   |   |                              |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS<br>CHECKED <input type="checkbox"/> SEE ADDENDUM   |     |   |  |
| 19.   | 20.   |                              |  | 21.   | 22. | 23.   | 24.  |
| 1   | US Embassy perimeter upgrade project see attached statement of work |                              |  |   |     |   |  |
|   |   |                              |  |   |     |   | (Use Reverse and/or Attach Additional Sheets as Necessary) |
| 25. ACCOUNTING AND APPROPRIATION DATA   |   |                              |  |   |     | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)   |  |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.  |   |                              |  |   |     |   |  |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO<br>ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR<br>OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND<br>CONDITIONS SPECIFIED HEREIN. |   |                              |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED<br>_____. YOUR OFFER ON SOLICITATION (BLOCK 5),<br>INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH<br>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  |  |
|   |   |                              |  | Andrew Hudson   |     |   |  |

PREVIOUS EDITION IS NOT USABLE

| 19. | 20. | 21. | 22. | 23. | 24. |
|-----|-----|-----|-----|-----|-----|
|     |     |     |     |     |     |

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. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE       |             |                  |
|  |  |                     |   |             |                  |
| 33. SHIP NUMBER  |  | 34. VOUCHER NUMBER  | 35. AMOUNT VERIFIED   | 36. PAYMENT | 37. CHECK NUMBER |
| <div>PARTIAL</div> <div>FINAL</div>                            |  |                     |   |             |                  |
| 38. S/R ACCOUNT NO.  |  | 39. S/R VOUCHER NO. | 40. PAID BY   |             |                  |
|  |  |                     |   |             |                  |
| 41.a. 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 REC'D (YY/MM/DD)  |             |                  |
|  |  |                     | 42d. TOTAL CONTAINERS   |             |                  |

## **SUMMARY OF WORK**

### **SECURITY INSTALLATION AT AMERICAN EMBASSY, NOUAKCHOTT**

## **SUMMARY OF WORK**

The contractor will be directed to execute the following works:

Install additional security barriers as indicated on the present scope of work. Contractor will provide all materials, equipment and supervision required to accomplish the work within **60 calendar days** after work is started. Work will start on the next business day after RSO clears all contractor personnel.

## **SCOPE OF WORK**

### **1.1 Definition**

**1.1.1** The contractor shall provide all labor necessary to perform work indicated in section

**1.1.2** The contractor must visit the job site for walk through after award. Contractor shall be able to meet at a minimum all applicable security standards for the project. This document and its attachments represent the technical description for this Project.

**1.1.3** The contractor is responsible for providing and ensuring the proper use of safety equipment to ensure the health and welfare of all contractor personnel, embassy employees, and visitors.

**1.1.4** The contracting officer's representative for this project will be the Regional Security Officer (RSO) for the US Embassy.

### **1.1.3 Works includes:**

The contractor shall provide materials, equipment, tools and labor for the different trade works listed below:

#### **1. SECURITY REINFORCEMENT**

- Provide and Install one roll of Concertina wire on the top of compound inner walls and on both outside and inside grills doors of the two compound gates. Do not install concertina wire on the wall our compound shares with the Spanish Embassy. The newly installed roll will complement the existing strand of concertina wire, will be installed above it, and will provide for greater security. See the red lined area in attached drawing. The total distance is 460m.
- Provide and install a third roll of concertina on the CAC east wall marked 1 through 7.
- Cut branches along the compound inner wall that can interfere installation of the second roll of concertina. The quality of the Concertina wire will be of equal or greater quality to the current wire installed, and will have to be approved by the RSO.

#### **2. Plastic Sheeting and Miscellaneous**

- Install plastic sheeting that matches the plastic sheeting (white) already installed on the wall near the primary vehicle entrance. This sheeting should extend the entire distance of the front (outermost) wall/fencing. See the green lined area in the attached drawing. The total distance is 205m.

### **1.2 Hierarchy of the documents:**

**1.2.1** The present specification of the general technical specifications and the plans are the documents of this contract to which we shall refer to any time the need requires. These documents mutually complete each other in a manner that the work should be executed without any indemnity even if the work indicated on the diagram is not mentioned in one of the other documents.

### 1.3 File verification

**1.3.1** The contractor's bid represents a firm-fixed price that he will do the contract for and there is no appeal permitted to the contracting officer should there be a difference in measurement. The contractor cannot, in any case, claim an increase of payment nor any indemnity. It is understood that he should execute all works and activities in order to achieve the service in accordance with the requirements.

### 1.4 Quality standards

**1.4.1** The service shall be continuously inspected by the contracting officer's representative. If the service does not meet the approval of the contracting officer's representative, the unapproved service shall be removed and replaced at the contractor's expense.

**1.4.2** To ensure quality and craftsmanship, the contractor will have a qualified supervisor on site at all times in which service is being performed to instruct and supervise the contractor's employees.

### 1.5 Commencement

**1.5.1** Prior to the commencement of service, the contractor is required to supply the contracting officer's representative with **a list of employee names and a photocopy of identification for each employee that will be working on the project**. This list is required to be provided **no later than 5 business days** after award of this contract. The listed employees shall be present on the job-site each until the service is completed. If an employee is not present, the contractor's supervisor shall give the contracting officer's representative notice and explanation for the employee's absence. The contractor should anticipate 2 weeks for RSO to clear all employees.

**1.5.2** For the duration of the project, workers whose names were not initially submitted will not be allowed on the embassy compound without prior approval from the contracting officer's representative and the RSO

### 1.6 Installation

**1.6.1** The contractor shall provide all tools, equipment, necessary for the realization of the service. All administrative service resulting from the projects are the responsibility of the contractor and are at the contractor's expense.

1.7      Cleaning

**1.7.1** While working at the residence, the contractor shall ensure the cleaning and the good order of the area. The contractor shall ensure that the work area is clean, and all debris is removed.

**1.7.2** Upon completion of work, the contractor shall ensure that the work area and the surrounding areas are clean and free of excess debris. Upon completion of work, the contractor shall remove all materials, tools and equipment from the area.

1.8      Stocking of material

The contractor shall ensure that all materials are properly stored.

**1.8.2** All materials, that become degraded or broken due to contractor negligence, shall be paid for by the contractor.

## H. CLAUSES

### 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):

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

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

| Clause    | Title and Date  |
|-----------|---|
| 52.209-6  | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995) |
| 52.225-10 | Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)  |
| 52.225-13 | Restrictions on Certain Foreign Purchases (JUL 2000)  |
| 52.225-14 | Inconsistency between English Version and Translation of Contract (AUG 1989)  |
| 52.228-4  | Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)  |
| 52.228-5  | Insurance - Work on a Government Installation (JAN 1997)  |
| 52.228-11 | Pledges of Assets (FEB 1990)  |
| 52.228-13 | Alternative Payment Protection (OCT 1997)   |
|           | A copy of the irrevocable letter is a part of this contract   |
| 52.229-6  | Taxes - Foreign Fixed-Price Contracts (JAN 1991)  |
| 52.232-5  | Payments under Fixed-Price Construction Contracts (APR 1989)  |
| 52.232-8  | Discounts for Prompt Payment (MAY 1997)   |
| 52.232-11 | Extras (APR 1984)   |
| 52.232-24 | Prohibition of Assignment of Claims (JAN 1986)  |
| 52.232-33 | Mandatory Information for Electronic Funds Transfer (AUG 1996)  |
|           | See attached text   |
| 52.232-27 | Prompt Payment for Construction Contracts (MAR 2001)  |
| 52.232-34 | Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)  |
| 52.233-1  | Disputes (DEC 1998) Alternate I (OCT 1995)  |
| 52.233-3  | Protest after Award (AUG 1996)  |
| 52.236-2  | Differing Site Conditions (APR 1984)  |
| 52.236-3  | Site Investigation and Conditions Affecting the Work (APR 1984)   |
| 52.236-5  | Material and Workmanship (APR 1984)   |
| 52.236-6  | Superintendence by the Contractor (APR 1984)  |



|           |   |
|-----------|---|
| 52.236-7  | Permits and Responsibilities (NOV 1991)   |
| 52.236-8  | Other Contracts (APR 1984)  |
| 52.236-9  | Protection of Existing Vegetation, Structures,<br>Equipment, Utilities, and Improvements (APR 1984) |
| 52.236-10 | Operations and Storage Areas (APR 1984)   |
| 52.236-11 | Use and Possession Prior to Completion (APR 1984)   |
| 52.236-12 | Cleaning Up (APR 1984)  |
| 52.236-14 | Availability and Use of Utility Services (APR 1984)   |
| 52.236-15 | Schedules for Construction Contracts (APR 1984)   |
| 52.236-21 | Specifications and Drawings for Construction (FEB 1997)   |
| 52.236-26 | Preconstruction Conference (FEB 1995)   |
| 52.242-14 | Suspension Of Work (APR 1984)   |
| 52.243-4  | Changes Alternate II (AUG 1987)   |
| 52.243-5  | Changes and Changed Conditions (APR 1984)   |
| 52.245-4  | Government-Furnished Property (Short Form) (APR 1984)   |
| 52.246-12 | Inspection of Construction (AUG 1996)   |
| 52.246-21 | Warranty of Construction (APR 1984)   |
| 52.249-2  | Termination for Convenience of the Government (Fixed-Price) (SEP<br>1996)                           |
|           | Alternate I (APR 1984)  |
| 52.249-10 | Default (Fixed-Price Construction) (APR 1984)   |

52.244-6 Subcontracts for Commercial Items and Commercial Components (MAR 2001)

(a) Definitions. As used in this clause--

"Commercial item," has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or no developmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (1 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000) for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)(38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

The following clauses are set forth in full text:

#### DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

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

(a) The contractor warrants the following:

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

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

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

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

##### 652.228-70 INDEMNIFICATION (JULY 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

##### 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.

## 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. LIST OF ATTACHMENTS

| ATTACHMENT NO. | DESCRIPTION OF ATTACHMENT  | NO.PAGES |
|----------------|--|----------|
| Attachment 1   | See Standard from 25, "Performance and Guaranty Bond"<br>Available on demand | 0        |
| Attachment 2   | See Standard Form 25A, "Payment Bond"<br>Available on demand                 | 0        |
| Attachment 3   | Sample Bank Letter of Guaranty   | 0        |
| Attachment 4   | Breakdown of Price by Divisions<br>of Specifications                         | 0        |
| Attachment 5   | Drawings   | 1        |
| Attachment 6   | Specifications   |          |

## 52.244-2 Subcontracts.

As prescribed in 44.204(a)(1), insert the following clause:

Subcontracts (Aug 1998)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations

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(End of clauses)

