

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1   49	
CONTRACT (Proc. Inst. Ident.) NO. <b>Furnace Services</b>		3. SOLICITATION NO. <b>SDAMAS-09-R-0184</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY <b>American Embassy P.O.Box 29 Damascus Syria Phone: (963-11) 3391 3559 Fax: (963-11)- 3391 4700</b>				CODE		8. ADDRESS OFFER TO (If other than item 7) Same as (7)			
NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in <u>the Embassy's back gate locate at 2 Al-Mansour street, Abou-Roumaneh</u> until <b>Jun 03, 2009</b> local time <b>14:00PM</b> . date (hour)									
<b>CAUTION</b> - Late Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1 Deviation. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME <b>Farouk M. Hashem Procurement &amp; Contracting Unit</b>			B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) <b>Tel: 3391 3559 Fax: 3391 4700</b>				
<b>11. TABLE OF CONTENTS</b>									
(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES					
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	<b>00</b>	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	<b>26-26</b>		
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICE AND PRICES/COSTS	<b>01-04</b>	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.					
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	<b>05-10</b>	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	<b>27-32</b>		
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKETING	<b>11-12</b>	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	<b>13-13</b>	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	<b>32-39</b>		
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	<b>14-14</b>						
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION	<b>15-18</b>						
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	<b>19-25</b>	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	<b>48-49</b>		
<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is instead by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)			10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS			
			%	%	%	%			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated:			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE			
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS			17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTRATION BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type of print)				27. UNITED STATES OF AMERICA			28. AWARD DATE		

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

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

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

The American Embassy in Damascus, Syria requires contractor-supplied services to maintain buildings **furnaces (estimated number of 58 units)** in safe, reliable and efficient operating condition.

The contract type will be a firm fixed price per visit for routine preventive maintenance services which will be paid at fixed rates as identified below.

These rates include all costs associated with providing furnace preventive maintenance services. Prices shall include, labor, transportation, supervision, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and VAT, if any. The contract will be for a one-year period from the date of the contract award, with four one-year options.

**NOTE:** The U.S. Government will reimburse the Contractor for any requested material/spare parts at the *actual* purchasing price paid by the Contractor. Original invoice(s) is required and no overhead profit or additional charges will be paid on this additional services requested under this contract.

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

This is a fixed price type contract.

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

(a) Standard Services. The Contractor shall provide preventive maintenance services (see Section C.) for U.S. Government properties (see Section J, Exhibit A - SCHEDULE OF POST PROPERTIES) for the first year of the contract.

(b) Temporary Additional Services. (See Section C, paragraph C.8, Temporary Additional Services). The following estimated temporary additional level of effort for the first year of the contract shall not exceed Five Hundred (500) hours of service.

### **B.4 PRICING**

(a) In consideration of satisfactory performance of all scheduled services required under this contract, the contractor shall be paid a fixed price for all services. Subject to any reduction made in accordance with Section E of this contract, the contractor shall be compensated quarterly at the rate of the fixed price.

(b) The contractor shall also be reimbursed at *purchase price* for materials or equipment ordered by the Government in conjunction with the Temporary Additional Services.

B.5 **BASE YEAR** (one year from date of contract award)

B.5.1.1.1 **Standard Scheduled Per Visit Services:**

Per Unit \_\_\_\_\_

B.5.1.1.2 **Additional Services**

Per Fixed Hourly Rate: \_\_\_\_\_

Minimum Hourly Charge: \_\_\_\_\_

B.6 **Option Year 1**

B.6.1.1.1 **Standard Scheduled Per Visit Services:**

Per Unit \_\_\_\_\_

B.6.1.1.2 **Additional Services**

Per Fixed Hourly Rate: \_\_\_\_\_

Minimum Hourly Charge: \_\_\_\_\_

**B.7 Option Year 2**

B.7.1.1.1 **Standard Scheduled Per Visit Services:**

Per Unit \_\_\_\_\_

B.7.1.1.2 **Additional Services**

Per Fixed Hourly Rate: \_\_\_\_\_

Minimum Hourly Charge: \_\_\_\_\_

**B.8 Option Year 3**

B.8.1.1.1 **Standard Scheduled Per Visit Services:**

Per Unit \_\_\_\_\_

B.8.1.1.2 **Additional Services**

Per Fixed Hourly Rate: \_\_\_\_\_

Minimum Hourly Charge: \_\_\_\_\_

**B.9 Option Year 4**

B.9.1.1.1      **Standard Scheduled Per Visit Services:**

Per Unit \_\_\_\_\_

B.9.1.1.2      **Additional Services**

Per Fixed Hourly Rate: \_\_\_\_\_

Minimum Hourly Charge: \_\_\_\_\_

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 STATEMENT OF WORK - PREVENTIVE MAINTENANCE

Work Requirement.

C.1.1. General. The American Embassy in Damascus, Syria requires contractor-supplied services to maintain the buildings' Furnaces once a year at the beginning of the winter season (September or October or as directed by the COR ) at the following locations:

- **Chancery, EMR, DCR, Consulate Building, and PDS Building (including Econ/ Commercial and MED).**
- **Leased/owned apartments in Mezeh, Abu-Roumaneh, Kafar Souseh and Malki area in Damascus (approximately 45 leased apartments).**

Also, the Contractor is responsible to perform system shutdown at beginning of spring/summer (March or April or as directed by the COR).

**Furnaces** should be in safe, reliable and efficient operating condition. These Contractor supplied services shall include furnishing all necessary managerial, administrative and direct labor personnel, and also shall include furnishing all necessary transportation, equipment, tools, repair parts, supplies and materials required to perform inspection, maintenance, repair, and component replacement as required to maintain all furnaces in accordance with the manufacturer's specifications. Under this contract the Contractor shall provide:

- a) The services of trained furnace technician(s) for **pre-scheduled visits and on as needed basis** to check and repair equipment operation;
- b) 24 hours per day, 7 days per week emergency response service;
- c) Appropriate, same day, service in response to a furnace malfunction trouble call; and,
- d) After-hours emergency minor adjustment callback service;

C.1.2. The Contractor shall provide full service to meet routine maintenance requirement, when needed. Furnaces are to be maintained in a safe and efficient operating condition at all times. In the event of a break down, every effort shall be made by the Contractor to immediately return the furnace to an operating good condition.

## C.2 Summary of Services

### STANDARD FURNACES SERVICES\*:

- a. Overhaul of the injectors on a quarterly basis;
- b. Check oil and water levels on each visit;
- c. Check engine tune-up on each visit;
- d. Check oil, fuel or water for leakage;
- e. Check belts tighten as necessary;
- f. Check the control panel and alternator on each visit;
- g. Check the fuel and water pumps on each visit;
- h. Replace switches and other minor electrical repairs as needed;
- i. Clean spark plugs and adjust gap;
- j. Clean injector nozzle;
- k. Clean photocell and relay;
- l. Clean motor and fire spreader;
- m. Clean and check fuel circuit;
- n. Check water pumps and valves;
- o. Check timer and all electric switchboard;
- p. Check hot water heater exchanger and expansion water tanks;
- q. Check thermostats;
- r. Bleed radiators if needed;
- s. Test run unit for at least 15 minutes;
- t. Report to the COR , in writing, the condition of each unit/per visit, spare parts needed, installed, etc.
- u. Keep a record for each unit;
- v. Clean burner and chimney on each visit, and
- w. Keep the furnace room free from any oil, dirt's and or fine dust.

## C.3 SCHEDULED ROUTINE MAINTENANCE - GENERAL

The objective of scheduled maintenance is to eliminate or minimize furnace malfunction, breakdown and deterioration. Maintenance performed by the Contractor must assure safe and satisfactory operation of all the above mentioned items with their parts and components.

Standard maintenance shall be scheduled by the Contractor and the Embassy's COR to include all tasks herein described, in addition to routine lubrication and adjustments.

Furnace Services will include but are not limited to: burners, injectors, controllers, selectors, worn gears, thrust bearings, coils, brushes, rotating elements, contacts, coils, resistors for operating and motor circuits, magnet frames, hangers, tracks and guides, door operating devices, interlocks and contacts, pumps, pump motors, operating valves, electronic tubes, electronic programmable controllers, indicators, pit bulbs, bulb replacement and all other accessories. The contractor must, under this contract, inventory, supply, repair and replace all parts that have become unsafe due to wear and tear. All replacements shall be made with genuine manufacturer's parts or equal (to be approved by COR). The contractor shall maintain an easily accessible supply of spare parts sufficient for normal maintenance and expedient emergency repairs.

#### C.3.1.1 Scheduled Routine Maintenance - Checklist Approval

The Contractor shall submit to the Contracting Officer or the COR a schedule and description of the scheduled routine maintenance tasks which the Contractor is planning on providing. This schedule and task description shall be in a checklist format similar to the one provided in Attachment 2 of this section. Note that the Contracting Officer or COR must provide approval of the proposed "Scheduled Routine Maintenance Task Checklist" prior to contract work commencement.

#### C.3.1.2 Scheduled Routine Maintenance - Minimum Requirements

As a minimum the Contractor shall provide a trained personnel to inspect and service every furnace in accordance with the Quarterly Preventive Maintenance Schedule. The Contractor or his representative shall sign off on every item of the checklist and leave a copy of this signed checklist with the COR or the COR's designate following that month's/semi annual routine maintenance visit.

#### C.4 TROUBLE CALL RESPONSE SERVICE - GENERAL

The Contractor shall provide "around-the-clock" trouble calls coverage for furnaces as described below:

##### C.4.1.1 Emergency Response Service

The Contractor shall provide, at a fixed hourly rate, a 24 hours/day, 7 days/week, 52 weeks/year coverage for emergency trouble calls. A trained technician shall be "on call" and shall be on site within a one hour time period of receiving an emergency trouble call. Emergency situations include electrical or mechanical problems in a furnace, the suspicion/confirmation of a fire in or the furnace or an inoperative machine with no suitable backup.

#### C.4.1.2 Non-Emergency Response Service

The Contractor shall provide, at a fixed hourly rate or fixed price for a standard service, a non-emergency response service, wherein a trained technician(s) will be on site, within one working day, to trouble shoot and repair any malfunction.

Furnace malfunction, which was previously worked on by the Contractor's technician/specialist, repeats within a week period, the Contractor shall be obligated to provide, *at no extra cost*, a return visit by a trained specialist to correct the problem, even if the problem is minor in nature. The Contractor shall respond to this callback within a three hour time period regardless of what time the callback complaint was given including the "after hours" time periods.

The Contractor shall warranty all spare parts provided by him for at least one (1) year from date of purchase/installation.

#### C.5 PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES

The Contractor shall provide trained specialists with the appropriate tools and testing equipment for scheduled maintenance, unscheduled repairs, emergency repairs/assistance, safety inspection, and safety testing as required by this contract. The Contractor shall provide all of the necessary repair parts, materials and supplies to maintain, service, inspect and test the furnace as required by this contract.

Definitions.

"Contracting Officer" means a person duly appointed with the authority to enter in and administer contracts on the behalf of the Government.

"Contracting Officers' Representative (COR)" means an individual designated in writing by the Contracting Officer to perform specific contract administration functions.

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

"Government" means the Government of the United States of America.

"Chancery" means the building of the Post used for official activities or means the official residence of the Ambassador.

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

"DCR" means the official residence of the Deputy Chief of Mission.

"EMR or SOR" mean Senior Officers' Residence, including the residences of the Ambassador, Deputy Chief of Mission.

C.6 The contractor shall perform all related support functions such as supply, procurement, quality control, financial oversight, and maintenance of complete records and files.

C.7 Management and Supervision.

C.7.1 Management. The contractor shall be responsible for the management of the total preventive services effort. This includes the planning and programming of all services described herein, performance of these services, and compliance with all record and reporting requirements.

C.7.2 Supervision. The contractor shall designate a representative who shall be responsible for on-site supervision of the contractor's work force during all times that services are being delivered under this contract. This supervisor shall be the focal point for the contractor and shall act as liaison with U.S. Post personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Post staff. The supervisor shall have supervision as his or her sole function during the times that services are being delivered under this contract.

C.7.3. Schedule. The schedule of proposed services shall be maintained by the contractor. Standard Services shall be delivered between the hours of **08:00** AM and **16:30** PM **Sunday** through **Thursday**. The schedule shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

C.7.4. Quality Control shall be the responsibility of the contractor. The contractor shall perform inspection visits to the work site on a regular basis. These visits shall be coordinated with the COR, but shall be surprise inspections to those working on the contract.

C.7.5. Control of Overtime shall be planned through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be employed in providing Temporary Additional Services.

C.7.6. Technical Guidance. The contractor shall have the services of a trained technician with experience in furnaces.

C.8. Temporary Additional Services are services that are defined as Standard Services but are required to be delivered at times other than those specified for Standard Services. These services consist of special hours to support special requirements as defined in Section B. These

services shall be provided by the contractor in addition to the Standard Services, and shall be ordered by the COR on an as needed basis. This work shall be performed by fully trained employees of the contractor, and shall not be subcontracted.

C.9. Schedule. Temporary Additional Services may be ordered by the COR based on a need for services caused either by a special U.S. Mission function requiring extra effort and not anticipated in the schedule of work. An order for these services may require any of the items of Standard Services as specified in this contract, and performance may involve the use of overtime or premium pay for hours outside those specified for Standard Services. The COR may require the contractor to provide Temporary Additional Services with 24 hour advance notice.

C.9.1. The contractor shall include in its next regular invoice details of the Temporary Additional Services and, if applicable, materials, provided pursuant to this subsection. The contractor shall also include a copy of the COR's written confirmation to provide such services.

**SECTION D - PACKAGING AND MARKING**

Reserved

## **SECTION E - INSPECTION AND ACCEPTANCE**

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE JUN 1988

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.

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

52.246-6 INSPECTION - TIME-AND- JAN 1986  
MATERIAL AND LABOR-HOUR

52.246-16 RESPONSIBILITY FOR SUPPLIES APR 1984

### E.2 APPLICABILITY OF INSPECTION CLAUSES

FAR clause 52.246-4, Inspection of Services - Fixed-Price, applies to services provided under Section B, Types of Services, paragraph (a), Standard Services. FAR clause 52.246-6, Inspection--Time-and- Materials and Labor-Hour, applies to services provided under Section B, Types of Services, paragraph (b), Temporary Additional Services.

## SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates the following 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.

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

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER (ALT I)	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

### F.2 PERIOD OF PERFORMANCE

(a) The performance period is from the date of contract award and continuing for 12 months, with four (4), one year options to renew. The period of performance includes any transition period authorized under the contract.

(b) The Government may extend this contract in accordance with FAR clause 52.217-8, Option to Extend Services, in Section I of the contract, within the performance period.

### F.3 APPLICABILITY OF STOP-WORK ORDER CLAUSES

FAR clause 52.242-15, Stop-Work Order, applies to services provided under Section B, "Types of Services", paragraph (a), Standard Services. FAR clause 52.242-15, Stop-Work Order (Alternate I), applies to services provided under Section B, "Types of Services", paragraph (b), Temporary Additional Services.

### F.4 DELIVERY SCHEDULE

The biographical data for individual contractor employees shall be submitted within 20 calendar days of contract award.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer may designate in writing one or more Government employees, by name and 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.

### G.2 Submission of Invoices

Invoices shall be submitted in an original and two (2) copies to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

***American Embassy  
Contracting/ Procurement Unit  
Abu-Roumaneh 2 Chare Al-Mansur  
Damascus, Syria***

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 SECURITY**

The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The contractor shall provide the names, biographic data and police clearance on all contractor personnel who shall be used on this contract prior to their utilization. Upon approval of their utilization, the Government shall issue identity cards to contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property or while on duty at private residences. These identity cards are the property of the Government and the contractor is responsible for their return upon termination of the contract, when an employee leaves contractor service, or at the request of the Government.

### **H.2 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT (RESERVED)**

### **H.3 STANDARDS OF CONDUCT**

(a) General. The contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms and Personal Equipment. The contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The contractor shall provide for each employee and supervisor, uniforms and personal equipment to perform all kinds of preventive maintenance detailed in this Contract. The contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms.

(c) Neglect of duties shall not be condoned. This includes 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 work site security.

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

(e) Intoxicants and Narcotics. The contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

(g) Key Control. The contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated 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 performing work under the 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 so compromised.

#### H.4 PERSONNEL HEALTH REQUIREMENTS

All employees must be in good general health without physical defects or abnormalities which would interfere with the performance of their duties. They shall be free from communicable disease.

#### H.5 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) Bonds. The Government imposes no bonding requirement on this contract. The contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Government shall fund and pay only those employee benefits included in the fixed prices or hourly rates incorporated in this contract. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits, which may subsequently arise. Where local law requires

bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the contractor is responsible for payments of such costs and must include all such costs in the fixed prices or hourly rates incorporated in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract. The contractor's assumption of absolute liability is independent of any insurance policies.

(d) Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease: Maximum insurance available in Syria.

\*Statutory--as required by host country law\*

Employer's Liability: Maximum liability practiced in the host country.

(e) Insurance. The contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. For those contractor employees assigned to this contract who are either Syrian citizens or hired in the Syrian Arab Republic, the contractor shall provide workers' compensation insurance. The contractor agrees that the U.S. Government shall not be responsible for personal injuries or for damages to any property of the contractor, its officers, agents, servants, and 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 U.S. Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

The Contractor shall submit a certificate of comprehensive general liability insurance on an occurrence basis 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.

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

proposal. Application, justification, fees, and certifications for any licenser required by the host government are entirely the responsibility of the offeror.

#### H.6 TRANSITION PLAN

(a) Within *fifteen (15)* days after contract award, the Contracting Officer may request that the contractor develop a plan for preparing the contractor to assume all responsibilities for services defined in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT and the Exhibits in Section J of this contract. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

#### H.7 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-self insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

## SECTION I - CONTRACT CLAUSES

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

This contract incorporates the following 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 address:

<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 of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

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

52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995

52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG 1996
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	NTEGRITY OF UNIT PRICES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	AUG 1989
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	AUG 1989
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN 1991
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (for additional/emergency services only)	FEB 1997
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUNE 1996
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT (b)(2)...30th day...	JUN 1997

52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES -- ALTERNATE I (DEC 1991)	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1995
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED PRICE) CONTRACTS - ALTERNATE I (APR 1984)	DEC 1989
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

FAR clauses in full text:

52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any DOSAR (48 CFR Ch. 6) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

52.217-9 Option to Extend the Term of the Contract (MAR 1989) (DEVIATION)

(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 provision.

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

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

\*\*\*\*\*

Funds are not presently available for performance under this contract beyond **September 30<sup>th</sup>**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **September 30<sup>th</sup>**, 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.

\*\*\*\*\*

FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)

(a) Definitions.

“Commercial item”, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract”, as used in this clause, 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 times to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are

applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-25, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
  - (3) 52.222-26, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
  - (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### DOSAR CLAUSES:

#### I.2 652.204-71 SECURITY REQUIREMENTS - PERSONNEL. (JULY 1988)

The Contractor agrees, if directed by the Contracting Officer, to furnish the Government with the name, date and place of birth, current address, and such other biographical information as is readily available to the Contractor, concerning any individual before permitting said individual to perform under this contract. The Contractor further agrees to permit only those individuals approved by the Government to be used in the performance of this contract.

#### I.3 652.214-70 NOTICES. (DEC 1994)

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.4 652.214-71 AUTHORIZATION TO PERFORM (DEC 1994)

The Contractor warrants that (a) it has obtained authorization to operate and do business in the country or countries in which this contract will be performed; (b) it has obtained all necessary licenses and permits required to perform this contract; and (c) it shall comply fully with all laws, decrees, labor standards and regulations of said country or countries during the performance of this contract.

#### I.5 652.228-70 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.

I.6 652-237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (DEC 1994)

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

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

Any other day designated by Federal law, Executive Order, or Presidential Proclamation. Syrian holidays list, observed by the Embassy, will announced by the beginning of each calendar year.

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

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, if 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 Syrian Pounds per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in Syrian Pounds per day will be multiplied by the number of days services are not required or 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.7 652.246-70 COMMERCIAL WARRANTY. (JULY 1988)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

I.8 PAYMENT IN LOCAL CURRENCY

All payments shall be made in *Syrian Pounds* through Electronic Funds Transfer (EFT) to a local bank account.

I.9 APPLICABILITY OF TIME-AND-MATERIALS CLAUSES

FAR clauses 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts apply to the payment for Temporary Additional Services only.

## **SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### J.1 LIST OF ATTACHMENTS

Exhibit A - LOCATIONS FOR PREVENTIVE MAINTENANCE

Exhibit B - MANUFACTURE'S SPECIFICATIONS

Exhibit C - CONTRACTOR FURNISHED MATERIALS

Exhibit D - GOVERNMENT FURNISHED PROPERTY

Exhibit E - HOLIDAYS

J.2 EXHIBIT A

LOCATIONS FOR PREVENTIVE MAINTENANCE

All standard services are to be delivered, on regular Embassy working days (Sundays through Thursdays) except for emergency calls, to all owned/leased US. Government properties located in Malki, Abou-Romaneh, Mezeh and Kafarsouseh or where needed in the city of Damascus. Detailed address list will be provided by the Housing Unit in the Embassy as they are available/up-dated.

J.3 Exhibit B - MANUFACTURE'S SPECIFICATIONS

Will be provided by the COR upon request and when available.

J. 4    EXHIBIT C

CONTRACTOR FURNISHED MATERIALS

The contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and temporary additional services as specified in this contract. Such items include, but are not limited to, uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The contractor shall maintain sufficient parts and spare equipment for all contractor furnished materials to ensure uninterrupted provision of services as required by the contract.

J.5 EXHIBIT D

GOVERNMENT FURNISHED PROPERTY **“Reserved”**

J.6 EXHIBIT E

HOLIDAYS

SAMPLE OF OFFICIAL HOLIDAYS DURING CALENDAR YEAR 2009

The Embassy will observe the following holidays during calendar year 2009:

(US) January 1, Thursday	New Year's Day
(US) January 18, Sunday King, Jr.	Birthday of Martin Luther
(US) February 15, Sunday	Presidents' Day
(SAR) March 8, Sunday	Revolution Day
(SAR) * March 9, Monday An-Nbi)	Prophet's Day (Mawlid
(SAR) April 12, Sunday	Catholic Easter Day
(SAR) April 19, Sunday	Orthodox Easter Day
(SAR) May 06, Wednesday	Martyrs Day
(US) May 24, Sunday	Memorial Day
(US) July 4, Saturday **	Independence Day
(US) September 06, Sunday	Labor Day
(SAR) * September 20-22, Sun-Tues Ramadan)	Al-Fitr Holiday (End of
(US) October 11, Sunday	Columbus Day
(US) November 11, Wednesday	Veterans Day
(US) November 26, Thursday	Thanksgiving Day
(SAR) * November 29-30, Sun-Mon	Al-Adha Holiday
(US) December 24, Thursday	Christmas Holiday

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

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

(a) The offeror certifies that -

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
\_\_\_\_\_ (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 (APR 1984)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,

(1) 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 his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 97)

(a) Definitions.

"Common parent," as used in this solicitation 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.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, 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) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

TIN is not required because: **This contract is not subject to reporting requirement.**

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 a Federal, state or local government;

\_\_\_ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

\_\_\_ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

\_\_\_ Other corporate entity;

\_\_\_ Not a corporate entity;  
\_\_\_ Sole proprietorship

\_\_\_ Partnership

\_\_\_ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) 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 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996) \*\***

(a) Contractor Identification Number, as used in this provision, means “Data Universal Numbering System (DUNS) number,” which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation “DUNS” followed by the DUNS number which identifies the offeror’s name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

**Note: \*\* This is required after the award, and will be obtained by the Embassy.**

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbsina.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbsma.com](mailto:globalinfo@dbsma.com).

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 96)**

(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 3-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 or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_ has not \_\_\_, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, 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.

**K.6 52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)**

and insert all new text as follows:

The offeror or respondent, by checking the applicable box, represents that -

(a) It operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation incorporated under the laws of the State of \_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country).

**K.7 52.215-20 PLACE OF PERFORMANCE. (APR 1984)**

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend (check applicable block) to use one or more plants

or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____

K.8 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.9 SIGNATURE

By signing this document, the offeror indicates that to the best of his or her knowledge, all of the representations and certifications provided in response to the questions contained in this "Statement of Qualifications" are accurate, current, and complete and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements.

Signature:

Name:

Title:

Company:

Date:

Solicitation No.: **SDAMAS-09-R-0184**

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1. Submission of Offers.**

L.1.1 General. This solicitation is for the performance of the services described in Section C - STATEMENT OF WORK, and the Exhibits attached to this solicitation.

L.1.2. Summary of instructions. Each offer must consist of a completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out. In accordance with H.7, Certificate of Insurance.

The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

### **L.1.3. Proprietary Data.**

Proprietary data shall be specifically identified by page(s), paragraph(s) and sentence(s), and shall not be generalized.

### **L.2 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:  
<http://www.statebuy.inter.net/home.htm>

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

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH  
LANGUAGE  
52.237-1 SITE VISIT

APR 1991  
APR 1984

### **L.3. Solicitation Provisions Included in Full Text.**

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with any authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any Department of State Acquisition Regulation (48 CFR Chapter 6) provision with any authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

#### 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)-- DEVIATION

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

*Discussions* are negotiations that occur after the establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

*In writing or written* means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

*Proposal modification* is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

*Proposal revision* is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as a result of negotiations.

*Time*, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Fridays and legal holidays. However, if the last time falls on a Saturday, Friday, or a legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using

commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile number of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Late proposals and revisions.* (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) Reserved;

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) Reserved;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) Reserved.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) Reserved.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in Syrian Pounds, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in post award debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Administrative Officer at the Embassy.

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

L.4 FINANCIAL STATEMENT. (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. 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 information will subject the offer to possible rejection on responsibility grounds.

L.5 TRANSITION PERIOD

The contract authorizes a period for the contractor to phase in its performance (See Section H, "Transition Plan").

L.6 Site Visit. In accordance with FAR provision 52.237-1, Site Visit, the post will arrange for site visits, if necessary, upon receiving requests from interested offerors who should contact:

**Mr. Farouk M. Hashem**  
**Contracting/Procurement Unit**  
**Tel. 3391 3559 Fax. 3391 4700**

**Or**

**Mr. Firas Zogbi at 3391 4927**

L.7 DOSAR 652.206-70 Competition Advocacy/Ombudsman. (DEC 1994)

The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and contracting practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation identified elsewhere in this solicitation. If concerns are not adequately addressed, contact the Department

of State Competition Advocate on (703) 516-1680, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive, A/OPE/CA, Suite 603, SA-6, Washington, DC 20522-0602.

L.8 PRE-PROPOSAL CONFERENCE “RESERVED”

## 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 in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

### M.1.2 Basis for Award.

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. Price will be evaluated as provided elsewhere in this section. Acceptability will be based on compliance with the solicitation requirements and any technical information provided by the offeror with its proposal, if requested in Section L or otherwise included with the offeror's proposal. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.1001.

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

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

M.3 Quantities for Evaluation. For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B - SERVICES AND PRICES, of this solicitation.

M.4 Separate charges. Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5 Award Without Discussions

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

