

April 01, 2008

To: All Prospective Bidders

Subject: Request for Price Quotation (RFQ)

The Embassy of the United States of America, Damascus invites you to submit your quotations for Painting Services (Labor & Materials) in accordance with solicitation No. **SDAMAS-08-Q-0088**.

A pre proposal meeting to discuss the terms and conditions and answer your questions, if any, has been scheduled for April 24 at 13:00 . If you would like to attend this meeting, please do not hesitate to call the Embassy's representative Farouk M. Hashem before the due date to arrange for your access to the Embassy at the following telephone number 3391 3559 or Fax: 3391 4700

All bids must be received before **May 01, 2008 at 14:00** in sealed envelopes at the back gate of the embassy located at Al-Mansour Street No. 2 – Abu Romaneh and marked as follows:

Price Quotation for: “Painting Services”

**Attn: Ms. Susan M. Walsh
Contracting Officer
American Embassy Damascus, Syria**

Received late offers will not be considered. The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely

Susan M. Walsh
Contracting Officer

Cover Page (Section A): SF-1449

Continuation/Addendum to SF-1449, RFQ Number **SDAMAS-08-Q-0088**

1. Scope of Work

The purpose of this indefinite quantity/indefinite delivery solicitation is to obtain painting, drywall/plaster repair, and related services (labor & materials) for real property owned or managed by the U.S. Government at ***American Embassy Damascus, Syria*** in accordance with Attachment A. The contractor shall furnish services pursuant to task orders issued by the Contracting Officer. The contract will be for a one year period from the date of the contract award, with *four (4)* one-year options. For each effective year of the contract, the U.S. Government guarantees a minimum order of *Sixty Thousand (60,000.00) Syrian Pounds* worth of services. The maximum amount of services ordered under each year of the contract will not exceed *Two Million Two Hundred Thousand (2,200,000.00) Syrian Pounds* worth of services.

2. Prices

The contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for painting services within the time specified herein. This fixed price listed below shall include all labor, materials, supervision, transportation, insurance(s), overhead and profit.

Base Period

Contract Line Item <u>Number</u> <u>(m2)</u>	<u>Description of Service</u>	<u>Unit Price Per sqm</u>
01	Clean old paint, repair plaster, prime and smooth surface (at least 3 coats of off white, or as needed, color latex paint)	
OFFICE		-----
-		
BUILDINGS		-----
-		
INTERIOR		-----
-		
EXTERIOR		-----
-		
02	Painting walls, one coat, per square meter (m2) to match the existing paint (glossy finish or latex, satin, flat, new wood vs. old, etc.) following surface preparation	-----
-		
03	Painting ceilings, one coat, per square meter (m2) to match the existing paint (glossy finish latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.) following surface preparation	-----
-		
04	Painting trim/baseboards, per linear meter one coat, oil-based glossy finish (latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.)	

-	following surface preparation	-----
05	Painting of damaged surfaces per square meter(m2) (resin or plastic-based paint/Kilz or equal)	-----
-		
06	Varnishing/shellacking of woodwork per square meter (m2)	-----
-		
07	Removal of wallpaper per square meter(m2)	-----
-		
08	Textured Surfaces Preparatory work per square meter(m2)	-----
-		
09	Painting of Textured Surfaces Per square meter (m2)	-----
-		
10	Painting of metal grills (security fence) per square meter (m2) following surface preparation	-----
-		
11	Painting of bollards per unit following surface preparation	-----
-		

Payments based on unit prices will be made only to the extent specifically provided in the contract.

Option Period One

<u>Contract Line Item Number (m2)</u>	<u>Description of Service</u>	<u>Unit Price Per sqm</u>
01	Clean old paint, repair plaster, prime and smooth surface (at least 3 coats of off white, or as needed, color latex paint)	
OFFICE		-----
-		
BUILDINGS		-----
-		
INTERIOR		-----
-		
EXTERIOR		-----
-		
02	Painting walls, one coat, per square meter (m2) to match the existing paint (glossy finish or latex, satin, flat, new wood vs. old, etc.) following surface preparation	-----
-		

03	Painting ceilings, one coat, per square meter (m2) to match the existing paint (glossy finish latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.) following surface preparation	-----
-		
04	Painting trim/baseboards, per linear meter one coat, oil-based glossy finish (latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.) following surface preparation	-----
-		
05	Painting of damaged surfaces per square meter(m2) (resin or plastic-based paint/Kilz or equal)	-----
-		
06	Varnishing/shellacking of woodwork per square meter (m2)	-----
-		
07	Removal of wallpaper per square meter(m2)	-----
-		
08	Textured Surfaces Preparatory work per square meter(m2)	-----
-		
09	Painting of Textured Surfaces Per square meter (m2)	-----
-		
10	Painting of metal grills (security fence) per square meter (m2) following surface preparation	-----
-		
11	Painting of bollards per unit following surface preparation	-----
-		

Payments based on unit prices will be made only to the extent specifically provided in the contract.

Option Period Two

<u>Contract Line Item Number (m2)</u>	<u>Description of Service</u>	<u>Unit Price Per sqm</u>
01	Clean old paint, repair plaster, prime and smooth surface (at least 3 coats of off white , or as needed, color latex paint)	
OFFICE		-----
-		

BUILDINGS

-

INTERIOR

-

EXTERIOR

-

02 Painting walls, one coat, per square meter (m2)
to match the existing paint (glossy finish or latex, satin,
flat, new wood vs. old, etc.)
following surface preparation

-

03 Painting ceilings, one coat, per square meter (m2)
to match the existing paint (glossy finish latex, satin,
flat, multiple coats, new wood or plaster vs. old, etc.)
following surface preparation

-

04 Painting trim/baseboards, per linear meter
one coat, oil-based glossy finish (latex, satin, flat, multiple coats,
new wood or plaster vs. old, etc.)
following surface preparation

-

05 Painting of damaged surfaces per square meter(m2)
(resin or plastic-based paint/Kilz or equal)

-

06 Varnishing/shellacking of woodwork
per square meter (m2)

-

07 Removal of wallpaper per square meter(m2)

-

08 Textured Surfaces Preparatory work
per square meter(m2)

-

09	Painting of Textured Surfaces Per square meter (m2)	-----
	-	
10	Painting of metal grills (security fence) per square meter (m2) following surface preparation	-----
	-	
11	Painting of bollards per unit following surface preparation	-----
	-	

Option Period Three

Contract Line Item Number (m2)	Description of Service	Unit Price Per sqm
01	Clean old paint, repair plaster, prime and smooth surface (at least 3 coats of off white , or as needed, color latex paint)	
OFFICE -		-----
BUILDINGS -		-----
INTERIOR -		-----
EXTERIOR -		-----
02	Painting walls, one coat, per square meter (m2) to match the existing paint (glossy finish or latex, satin, flat, new wood vs. old, etc.) following surface preparation	-----
-		
03	Painting ceilings, one coat, per square meter (m2) to match the existing paint (glossy finish latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.) following surface preparation	-----
-		
04	Painting trim/baseboards, per linear meter one coat, oil-based glossy finish (latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.) following surface preparation	-----
-		

05	Painting of damaged surfaces per square meter(m2) (resin or plastic-based paint/Kilz or equal)	-----
-		
06	Varnishing/shellacking of woodwork per square meter (m2)	-----
-		
07	Removal of wallpaper per square meter(m2)	-----
-		
08	Textured Surfaces Preparatory work per square meter(m2)	-----
-		
09	Painting of Textured Surfaces Per square meter (m2)	-----
-		
10	Painting of metal grills (security fence) per square meter (m2) following surface preparation	-----
-		
11	Painting of bollards per unit following surface preparation	-----
-		

Option Period Four

Contract Line Item <u>Number</u> <u>(m2)</u>	<u>Description of Service</u>	<u>Unit Price Per sqm</u>
01	Clean old paint, repair plaster, prime and smooth surface (at least 3 coats of off white , or as needed, color latex paint)	
OFFICE		-----
-		
BUILDINGS		-----
-		
INTERIOR		-----
-		
EXTERIOR		-----
-		
02	Painting walls, one coat, per square meter (m2) to match the existing paint (glossy finish or latex, satin, flat, new wood vs. old, etc.) following surface preparation	-----
-		
03	Painting ceilings, one coat, per square meter (m2) to match the existing paint (glossy finish latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.)	

-	following surface preparation	-----
04	Painting trim/baseboards, per linear meter one coat, oil-based glossy finish (latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.) following surface preparation	-----
-		
05	Painting of damaged surfaces per square meter(m2) (resin or plastic-based paint/Kilz or equal)	-----
-		
06	Varnishing/shellacking of woodwork per square meter (m2)	-----
-		
07	Removal of wallpaper per square meter(m2)	-----
-		
08	Textured Surfaces Preparatory work per square meter(m2)	-----
-		
09	Painting of Textured Surfaces Per square meter (m2)	-----
-		
10	Painting of metal grills (security fence) per square meter (m2) following surface preparation	-----
-		
11	Painting of bollards per unit following surface preparation	-----
-		

Payments based on unit prices will be made only to the extent specifically provided in the contract.

3. Ordering Process

Orders may be issued orally by the Contracting Officer or his/her representative, but will be confirmed in writing.

The contractor should survey the property and verify the work required against the task order before beginning work, to determine if any discrepancies exist. The contractor shall be responsible for any errors which might have been avoided by such a survey/review. The contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

The Contracting Officer shall approve task orders for painting services on an as-needed basis.

Task orders shall include:

Date of order

Contract number

Order number

Location of property

Estimated Amount of work (square meters or linear meters)

Point of contact for questions

Color and type of paint

When the Government has accepted any time schedule in individual orders, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the

Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

4. Working Hours

All work shall be performed during *the official working hours of the Embassy* (Sundays – Thursdays from 08:00 to 16:30) except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative (COR). Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) The Government recognizes the following holidays in Damascus:

<i>Jan 01</i>	<i>US</i>	<i>New Year's Day</i>
<i>Jan 18</i>	<i>US</i>	<i>Martin Luther King's Birthday</i>
<i>Feb 15</i>	<i>US</i>	<i>President's Day</i>
<i>May 30</i>	<i>US</i>	<i>Memorial Day</i>
<i>Jul 04</i>	<i>US</i>	<i>Independence Day</i>
<i>Sep 05</i>	<i>US</i>	<i>Labor Day</i>
<i>Oct 10</i>	<i>US</i>	<i>Columbus Day</i>
<i>Nov 11</i>	<i>US</i>	<i>Veteran's Day</i>
<i>Nov 25</i>	<i>US</i>	<i>Thanksgiving Day</i>
<i>Dec 25</i>	<i>US</i>	<i>Christmas Day</i>

US = United States Holidays

Note: The Embassy will observe some of the Syrian Holidays which will be verified and announced during each calendar year of this contract.

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

(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.

5. Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Insurance	1	10 days after award	Contracting Officer
Safety Plan	1	10 days after award	COR
List of Personnel	1	10 days after award	COR
Construction Schedule	1	identified in each task order	COR
Payment Request	1	completion of each task order	COR

6. Personnel Requirements

Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

Notice to the Government of Labor Disputes:

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

Construction Personnel Security:

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take about 15-25 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Copy of Identification Card
- New Police Record

Failure to provide any of the above information may be considered grounds for rejections and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

Language Proficiency:

The manager assigned by the contractor to superintend the work on-site, as required by FAR 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

7. Utilities

The Government cannot ensure that utilities will be available at all properties at all times. The contractor shall have an alternate source of power (e.g., generator) available if needed to ensure that paint will be applied in conformance with manufacturer's specifications. The contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature. Contractor shall have its own source of water available for clean-up in the event that water has been turned off in the property for winterization of the plumbing system.

8. Materials and Equipment

The contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. No materials will be furnished by the Government.

Selection and Approval of Materials:

Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the

Government against the requirements of the contract. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

Custody of Materials:

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

9. Insurance

Amount of Insurance

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary in accordance with the local practices in Syria. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

1. Bodily Injury on or off the site stated in Syrian Pounds:

Per Occurrence	Maximum amount*
Cumulative	Maximum Amount*

2. Property Damage on or off the site in Syrian Pounds:

Per Occurrence	Maximum Amount*
Cumulative	Maximum Amount*

(*) Maximum Amount available at the local authorized and approved insurance company to cover each type of injury.

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

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

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

Government as Additional Insured:

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

Time for Submission of Evidence of Insurance:

The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

10. Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

11. Safety

Accident Prevision

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written Program. Before commencing the work, the Contractor shall--

- (1) Submit a written proposal for implementing this clause; and
- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

12. Warranties

In accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, the contractor warrants and implies items and services provided. The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

13. Contracting Officer's Representative (COR):

The COR for this contract will be nominated after the award.

14. List of Attachments

Attachment A: Scope of Work

Attachment B: Government Furnished Property

Attachment C: Contract Clauses

Attachment D: Representations and Certifications

Attachment E: Evaluation

Attachment A
DESCRIPTION/SPECIFICATIONS
STATEMENT OF WORK

1. APPLICABLE PAINTING STANDARDS/PAINT SPECIFICATIONS

Painting and preparatory work shall be in accordance with the *local standards and practices* in terms of prices, measurements of actual painted area(s), etc.

Paint used shall be made of the highest top quality available in the local or neighboring market(s) and must be *lead, odder and mercury free* with variety of colors depends on each work order.

2. PREPARATION/PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). Such property shall be moved, protected, and returned to its original position after completion of work.

Furnishings (furniture, rugs, etc.) shall be removed first or protected by appropriate covering. Floors shall also be protected from soiling and paint spills. Wooden floors shall not be washed under any circumstances. To protect floors (of all types) from damage, the contractor shall use a suitable protective cover, and ladders and scaffolding shall be provided with clean rubber shoes or similar protection devices.

If the contractor spills any paint, or in any way soils the floors, the clean-up will be performed by a specialist floor finishing company at the contractor's expense. After completion of the painting work, the contractor shall return all furnishings to their original position, and the work area shall be cleaned free of litter and debris.

3 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

a. Interior and Exterior Painting

Paint surfaces as directed by the task order. Match paint to similar adjacent materials or surfaces.

- (1) "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- (2) Product Data: Contractor shall submit manufacturer's technical information, label analysis, and application instructions for each paint material proposed for use to

the COR, prior to starting work. As an attachment, list each material and cross-reference specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.

- (3) **Single Source Responsibility:** Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- (4) **Material Quality:** Provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification will not be acceptable.
- (5) **Deliver materials to the job site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with trade name and manufacturer's instructions.**
- (6) **Store materials not in use in tightly covered containers in a well ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.**
- (7) **Project Conditions:** Do not apply paint when the relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. Apply paint only in temperatures in accordance with manufacturer's specifications.
- (8) **Examine substrates and conditions under which painting will be performed for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected.**
- (9) **Preparation:** Remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping prior to surface preparation and painting. (Taping includes windows, door jams, etc.)

Clean and prepare surfaces to be painted in accordance with manufacturer's instructions before applying paint or surface treatments. Remove oil, dust, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, i.e. such as peeling, chipping. All surfaces must be clean and dry. Schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.

Notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as

most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical covers with new covers after painting.

- (10) **Materials Preparation:** Mix and prepare paint in accordance with manufacturer's directions.
- (11) **Application:** Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - (a) Unless otherwise specified, the contractor is to use a high quality semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, door frames, and window frames. A flat or satin flat latex base paint (containing no lead or mercury) is to be used in the remainder of the unit. The color to be used must be consistent with the balance of the room, which will normally be an off-white. Contractor shall provide samples of the color on sample of the type of material to be painted before actual paint date is scheduled.
 - (b) On exterior surfaces, apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior of the property, or a color as otherwise specified by the COR. Prior to painting, the surface is to be scraped, sanded, filled, and primed with a latex base primer. The contractor should plan on extensive preparatory work prior to painting. Do not apply exterior paint in snow, rain, fog or mist; or when the relatively humidity exceeds 85 percent; or to damp or wet surfaces.
 - (c) Provide finish coats that are compatible with primers used.
 - (d) The number of coats and film thickness required is the same regardless of application method. Do not apply succeeding coats until previous coat has cured. Sand between applications where required to produce a smooth, even surface.
 - (e) Apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.
- (12) **Scheduling Painting:** Apply first-coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried.
- (13) **Minimum Coating Thickness:** Apply materials at the manufacturer's recommended spreading rate. Provide total dry film thickness of the system as recommended by the manufacturer.

- (14) Prime Coats: Before application of finish coats, apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and has not been prime coated.
- (15) Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, laps, brush marks, runs, sags or other surface imperfections. Draw neat glass lines and color breaks.

Apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.

- (16) Mechanical Applications: Use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer.

- (17) Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces such as floor, marble, glass, wood, fabric, etc.
- (18) Remove temporary protective wrappings after completion of painting operations.

b. Drywall/Plaster Repair

Patch defective drywall with a similar thickness and fire rated drywall. Joints must be taped in a manner so they are not readily visible. The patch must be textured with a texture consistent with the rest of the surface being patched. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

c. Texture Only - Walls

Occasionally, the Government may require a wall to be textured that has not previously been textured. The contractor shall prepare the wall by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After prep work, the contractor

shall furnish and apply a texture type material. If any other walls within that room are textured, the texture material shall closely match the texture of any other existing textured walls in that room. The minimum assignment for this requirement will be one room within a unit.

d. Texture Only - Ceiling

Occasionally the Government may require to have a ceiling to be textured that has not previously been textured. The contractor shall prepare the ceiling by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After prep work, the contractor shall furnish and apply an "Acoustic" type texture. The minimum assignment for this requirement will be one room within a unit.

e. Paint Exterior Trim

Apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior trim of the property. The trim is to be scraped, sanded, filled, and primed with a latex base primer, prior to painting. The contractor should plan on extensive preparatory work prior to painting. The specifications for exterior paint apply, unless otherwise specified.

f. Remove Wall Covering

Upon assignment by task order, remove the designated wall covering (wallpaper, cork, mirror, tile, etc.). After removing the wall covering the area will be cleaned and made ready for painting. The contractor shall remove and properly dispose of the old wall covering.

g. Plaster

Repair any damaged interior or exterior plaster as directed by the the COR. The plaster material shall be of a similar material which matches as closely as possible the existing plaster in texture and color.

h. Stucco

Repair any damaged stucco and remove any loose stucco before applying paint.

Attachment B
Government Furnished Property

(N/A)

Attachment C
Contract Clauses

(Current thru FAC 2001-20)

COMMERCIAL ITEMS

**52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR
PERSONNEL (SEPT 2007)**

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (FEB 2007), is incorporated by reference. (See SF-1449, block 27b).

ADDENDUM TO 52.212-4

None

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive
Orders - Commercial Items (DEC 2007)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

	Clause Number and Title
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006).
	(2) – (16) [Reserved].
X	(17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
	(18) 52.222-21, (Reserved)

	(19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
	(20) 52.222-35, [Reserved].
	(21) 52.222-36, [Reserved].
	(22) 52.222-37, [Reserved].
	(23) 52.222-39, [Reserved].
	(24)(i) 52.222-50 [Reserved].
X	(ii) Alternate I (AUG 2007) of 52.222-50
	(25)-(27) Reserved
	(28) 52.225-5, [Reserved].
X	(29) 52.225-13, Restrictions on Certain Foreign Purchases (AUG 2007) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	(30) – (33) [Reserved].
	(34) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
X	(35) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
X	(36) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(37) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(38)(i) 52.247-64[Reserved].
	(ii) Alternate I (APR 2003) of 52.247-64[Reserved].

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

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:

<http://acquisition.gov/far/index.html> 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.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **100m2**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of than **SP. 1,000,000.00 per order**;
 - (2) Any order for a combination of items in excess of than **SP. 2,200,000.00 per year**; or
 - (3) A series of orders from the same ordering office within than ten **(10) working** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than Two **(2)** days after issuance, with written notice stating the Contractor's intent not to honor the order/task (or orders/tasks) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

[Note to Contracting Officer: Include the following clause if this purchase order includes optional periods of performance.]

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **Five (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 of each calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract or any exercised option year beyond September 30 of each calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent

and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

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

(End of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

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

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

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and ***1*** copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during the official working days of the Embassy (**Sundays through Thursdays**) except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

Jan 01

US

New Year's Day

<i>Jan 18</i>	<i>US</i>	<i>Martin Luther King's Birthday</i>
<i>Feb 15</i>	<i>US</i>	<i>President's Day</i>
<i>May 30</i>	<i>US</i>	<i>Memorial Day</i>
<i>Jul 04</i>	<i>US</i>	<i>Independence Day</i>
<i>Sep 05</i>	<i>US</i>	<i>Labor Day</i>
<i>Oct 10</i>	<i>US</i>	<i>Columbus Day</i>
<i>Nov 11</i>	<i>US</i>	<i>Veteran's Day</i>
<i>Nov 25</i>	<i>US</i>	<i>Thanksgiving Day</i>
<i>Dec 25</i>	<i>US</i>	<i>Christmas Day</i>

US = United States Holidays

Note: The Embassy will observe some of the Syrian Holidays which will be verified and announced during each calendar year of this Contract.

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

(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.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facility Manager (FM) or his/her designated employee.

652.225-71 (RESERVED)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

Attachment D:

Offeror Shall Complete the Following Certifications:

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS
(JAN 1997)**

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that --

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern --

(a) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(b) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer identification number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(2) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing or 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).

(3) Common Parent.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it _ is, _ is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents that it _ is, _ is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it _ is, _ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it _ is, _ is not a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it _ is, _ is not an emerging small business.

(ii) (Complete only for solicitations indicated in addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

Number of Employees

Average Annual Gross Revenues

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51 - 100 | <input type="checkbox"/> \$1,000,001 - \$2 million |
| <input type="checkbox"/> 101 - 250 | <input type="checkbox"/> \$2,000,001 - \$3.5 million |
| <input type="checkbox"/> 251 - 500 | <input type="checkbox"/> \$3,500,001 - \$5 million |
| <input type="checkbox"/> 501 - 750 | <input type="checkbox"/> \$5,000,001 - \$10 million |
| <input type="checkbox"/> 751 - 1000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities.

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It _ has, _ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It _ has, _ has not filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It _ has developed and has on file, _ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It _ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- (e) Certification Regarding Payments to Influence Federal Transactions (RESERVED)
- (f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate.
(RESERVED)

(g) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The Offeror and/or any of its principals _ are,
_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) _ Have, _ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government 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, or receiving stolen property; and _ are, _ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Signature of the officer or employee responsible for the offer and date.

Attachment E **Evaluation Factors**

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

The lowest price will be determined by the unit price of each service and arriving at a grand total, including all options. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. 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.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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