**American Embassy, Abidjan**

Date: June 6, 2012

To: Prospective Offeror

Subject: Solicitation number: SIV10012R0024

Enclosed is a Request for Proposals (RFP) for provision of maintenance services for 3 Cold room storage equipments at the CDC laboratory.

Please submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract to a 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.

Proposals are due by **June 29, 2012 at 16h00** local time.

Sincerely,

Kevin VOGEL
Contracting Officer

Enclosure

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

*OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*

| | | | | |
|---|---|---|---|---|
| | | | 1. REQUISITION NUMBER SIV100-12-C-R-0024 | PAGE 1 OF |
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE 06-06-2012 |
| 7. FOR SOLICITATION INFORMATION CALL ▶ | a. NAME AKO-NAI ELIZABETH | | b. TELEPHONE NUMBER(No collect calls) 22-49-40-00 | 8. OFFER DUE DATE/ LOCAL TIME |

9. ISSUED BY CODE
PROCUREMENT OFFICE
AMERICAN EMBASSY, ABIDJAN
01 BP 1712, ABIDJAN 01
TEL: 22 49 40 00 FAX: 22 49 40 25

10. THIS ACQUISITION IS
☐ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ 8(A)
NAICS:
SIZE STD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

16. ADMINISTERED BY CODE
AKO-NAI ELIZABETH
PROCUREMENT SECTION

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE
TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE
BUDGET AND FINANCE OFFICE
AMERICAN EMBASSY, ABIDJAN
01 BP 1712, ABIDJAN 01
TEL: 22 49 40 00

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | PREVENTIVE AND CURRATIVE MAINTENANCE SERVICES FOR 3 COLD ROOM STORAGE SYSTEMS<br><br>-One (1) negative walk in deep freezer with a total of 42m3<br>-One(1) positive walk in freezer with a total of 23m3<br>-One(1) positive walk in freezer with a total of 14m3<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

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

☐ 29.AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or Print)

31c. DATE SIGNED

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

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

| 38. S/R ACCOUNT NO. | 39. S/R VOUCHER NO. | 40. PAID BY |
|---|---|---|
| | | |

| 41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY (PRINT) | |
|---|---|---|---|
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41C. DATE | 42b. RECEIVED AT (Location) | |
| | | 42c. DATE REC'D (YY/MM/DD) | 42d. TOTAL CONTAINERS |

# SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 SCOPE OF SERVICES

The Contractor shall provide maintenance services for 3 cold room storages equipments at the CDC/PEPFAR Laboratory as follows:-

One negative cold room
Two Positive cold rooms

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## B.2 TYPE OF CONTRACT

This is a firm-fixed type of contract for maintenance services for 3 Cold Room Storages equipments.

## B.3 TYPES OF SERVICES

Standard Services. The Contractor shall provide maintenance services for 3 cold room storages equipments as specified in Section C - Description/Specifications/Work Statement, and as further described in the other terms and conditions of this contract.

## B.4 PRICING

The contractor shall be paid in consideration of satisfactory performance of all the scheduled services required under this contract. The amount paid shall be variable and dependent on actual services rendered and received. The Contractor shall present the quote for 1 base year with 4 options to renew for the equipments mentioned in section C and as follows:-

Base year
Option year 1
Option year 2
Option year 3
Option year 4

## B.5 DOSAR 652.216-71 PRICE ADJUSTMENTS (DEC 1994)

(a) The contract price for the maintenance services may be adjusted based on increases or decreases in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the Cote d'Ivoire Government. Direct service labor costs include only the costs of wages and direct benefits (such as social security, health insurance, and unemployment compensation insurance) paid to or incurred for performing services under services listed in Section ***C*** of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the

law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under the categories of Section ***C***, nor for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever.

(b) For the Contracting Officer to consider any request for adjustment the Contractor shall demonstrate in writing:

(c) That the change in the law occurred subsequent to the award date of the contract, and;

(d) That the change in the law could not have been reasonably anticipated prior to award of the contract, and;

(e) How the change in the law directly affects the Contractor's costs under this contract.

(f) The Contractor shall present data that clearly supports any request for adjustment, including (1) the calculation of the amount of adjustment requested and; (2) documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.

(g) In Order to establish the change between the requested adjusted rate and the original rate, the Contractor will be required to support with the appropriate data and composition of the original rate and the requested adjusted rate. This will include details regarding specific hourly rates paid to individual employees.

(h) Only direct cost changes mandated by enacted laws will be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums should not be considered. Therefore, if the Contractor elects to increase his payments to employees who are already being paid at or above the mandated amounts, such increased costs to the Contractor shall be borne solely by the Contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.

(i) Any request for adjustment shall be certified by signature by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(j) No request by the Contractor for an adjustment under this clause shall be allowed if asserted after final payment under this contract.

(k) This clause shall only apply to the laws enacted by the government identified above and which meet the criteria set forth above in (a). No adjustments shall be made due to currency devaluations or fluctuations in exchange rates.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 **Work Requirements.**

C.1.1 **General.** The contractor shall provide maintenance and repair services on the 3 cold room storage equipments. The Contractor employees shall be on site only for contractual duties and not for other business purposes.

The Contractor shall provide the following tasks:-

C.1.2 General **Verification**

- Dusting of the technical part (compressor and condenser)
- Verify the temperature and regulator detectors
- Verify the operation of the internal fans
- Verify the freezing condition
- Verify the system that detects faults and temperature fluctuation
- Verify the safety appliances (pressure gauge, de-frost clock)
  Verify the electrical and electronic circuits
  Verify joints and hinges of the door

C1.3 Installation **conformity:** The Contractor must make sure that the user understands how to operate the cold rooms as well as the security instructions and the location of the most important circuit (electrical/or internal circuit of the cold room).

C1.4 **Accessories needed for the operation of maintenance of the equipment**
The Contractor must have all tools and instruments necessary for the work to be done. A list of accessories that will be used for preventative maintenance and the cost of each should be added to the proposed offer.

C1.5 **Conditions to be taken into account:-**

- The Contractor shall maintain the freezers so that they will be in proper conditions for analysis.
- The Contractor shall provide appropriate offer with information and cost that take into account both the preventive and curative maintenance. Freezers should be operational 24 hours without any interruption that exceeds the 24 hours.
- The Contractor shall provide the list of spare parts that will be used during preventive maintenance intervention.
- The Contractor shall provide the list of spare parts that should be in storage on site for emergency intervention or curative maintenance.
- The Contractor shall provide a list and background of technical personnel (biomedical engineers or corresponding) who will be working on this project. Number of personnel for each intervention shall be mentioned.

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C1.6 **Schedule for Maintenance Services**:-

Preventive Maintenance shall be done on quarterly basis by the Contractor for all 3 cold rooms. If there should be any breakdown of any of the cold rooms, a curative maintenance shall be performed within 24 hours with the adequate spare parts supplied by the Contractor.

C1.7 **List of Equipments, Serial numbers and their locations:-**

***One (1) negative walk in deep freezer with a total capacity of 42m3.***
*Manufacturer- International Cold Storage; Wichita, Kansas*
*Phase -3*
*Hertz-50*
*Voltage-380*
*Type of Gas- R502*

***One (1) positive walk in freezer with a total of 23m3***
*Manufacturer- CLIFCI, Abidjan, Cote d'Ivoire*
*Phase- 1*
*Hertz-50*
*Voltage- 230*
*Type of Gas: R22*

***One (1) positive walk in freezer with a total of 14m3***
*Manufacturer- WIESSMAN, Deutschland*
*Part#- 7160601*
*Serial # 061418*
*Phase-1*
*Hertz-50*
*Voltage-230*
*Type of Gas- R134A*

C1.4.**3 Log sheet and Maintenance Report:**

There should be a log sheet of the equipments with details of all the tasks involving the maintenance as well as the locations. A copy of both log sheets and reports signed by both parties shall be given to CDC/PEPFAR after the completion of maintenance/repair visits. Any modification of the equipment or replacement of any parts must be mentioned on the log sheet.

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C.2 **Personnel**. The contractor shall provide skilled labor force meeting the requirements in the paragraphs below. The workforce shall be able to provide the services in accordance with the skills associated with the maintenance and repair of the 3 cold room storage equipments.

C.2.1 **Definitions.**

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

"Chancery" means the building of the embassy used for official activities or means the official residence of the ambassador.

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

"CDC/PEPFAR" means RETROCI

C.2.1.2 The contractor shall prepare general instructions for the work force. These general instructions must be approved by the Contracting Officer's Representative (COR) prior to issuance. The contractor shall provide these drafts to the COR for review within thirty days after award of the contract.

C.3 **Management and Supervision.**
The USG shall supervise directly personnel provided by contractor under this contract.

## SECTION D - PACKAGING AND MARKING

**(RESERVED)**

## SECTION E - INSPECTION AND ACCEPTANCE

E.1 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 - FIXED-PRICE | AUG 1996 |

## SECTION F - DELIVERIES OR PERFORMANCE

F.1 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.

| | | |
|---|---|---|
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |
| 52.242-17 | GOVERNMENT DELAY OF WORK | APR 1984 |

F.2 PERIOD OF PERFORMANCE

The contract shall be effective starting June 01,2012 and shall remain in effect until May 31,2013

F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

| Description | Quantity | Delivery Date | Deliver To |
|---|---|---|---|
| C.1.3.2 Certificate/ Authorization | 1 | 10 days after award | COR |
| C.3.1.2 List of Personnel/ Ready for assignment | 1 | 10 days after award | COR |

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 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 three (3) copies to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

***Contracting Officer, American Embassy, Abidjan***

# 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.

## H.2 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) 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 worksite 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: N/A

## H.3 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.4 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 and TOTAL 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.

(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 United States citizens or hired in the United States or its possessions, the contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3. 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 an incident to the contractor's performance of this contract. The contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

(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.5 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 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.

| | | |
|---|---|---|
| 52.202-1 | DEFINITIONS | SEP 1991 |
| 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 1985 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | SEP 1990 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JAN 1990 |
| 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 | OCT 1995 |
| 52.215-26 | INTEGRITY OF UNIT PRICES | APR 1991 |
| 52.215-33 | ORDER OF PRECEDENCE | JAN 1986 |
| 52.215-42 | REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS | OCT 1995 |
| 52.217-8 | OPTION TO EXTEND SERVICES | AUG 1989 |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | APR 1984 |
| 52.225-11 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | OCT 1996 |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | AUG 1989 |
| 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 | APR 1984 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | APR 1989 |
| 52.232-11 | EXTRAS | APR 1984 |
| 52.232-24 | PROHIBITION OF ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-25 | PROMPT PAYMENT<br>(B)(2)...30th day... | MAR 1994 |
| 52.232-34 | OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT | AUG 1996 |
| 52.233-1 | DISPUTES<br>-- 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 |
| 52.242-4 | PENALTIES FOR UNALLOWABLE COSTS | OCT 1995 |
| 52.242-13 | BANKRUPTCY | APR 1991 |
| 52.243-1 | CHANGES - FIXED-PRICE<br>-- 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) | DEC 1989<br>APR 1984 |
| 52.246-25 | LIMITATION OF LIABILITY - SERVICES | APR 1984 |
| 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 |

I.2 <u>52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION. (SEPT 1995)</u>

I.3 <u>52.216-18 ORDERING (OCT 1995)*</u>

(a) Any 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.

(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.

I.4 52.216-19 ORDER LIMITATIONS. (OCT 1995)*

(a) Minimum order. When the Government requires services covered by this contract in an amount of less than 1USD, 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 USD 25,000;

(2) Any order for a combination of items in excess of USD 25,000; or

(3) A series of orders from the same ordering office within 30 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 ***[ ]*** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract within 30 days after funds for the option year become available, whichever is later; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 ***60 (months) 5 (years)***.

I.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond [ ]. 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 *[]*, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.7 652.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (DEC 1994)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the contractor or any of its employees, subcontractors, or consultants.

I.8 652.204-71 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.9 652.214-71 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. The Contracting Officer must make all modifications to the contract in writing.

I.10 652.228-70 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.11 652-237-72 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. The Contracting Officer if requested by Contractor shall provide actual dates.

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

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

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

(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.12 652.246-70 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.13 PAYMENT IN LOCAL CURRENCY

All payments shall be made in ***US Dollars.***

I.14 ARAB LEAGUE BOYCOTT OF ISRAEL

(a) Definitions. As used in this clause:

(1) The term "foreign person" means any person other than a United States person as defined in paragraph (2); and,

(2) The term "United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person). Any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By accepting this award, the contractor certifies that it is not:

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

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

I.15 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS OF 1979, AS AMENDED

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. App. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the

object of any form of boycott pursuant to United States law or regulation. The boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions if taken with intent to comply with, further or support the Arab League boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any person or firm to refuse, to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement with, a requirement of, or a request from or on behalf of the boycotting countries.

(2) Refusing, or requiring any person or firm to refuse to employ or otherwise discriminate against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person.

(3) Furnishing information with respect to the race, religion, or national origin of any person or firm or of any owner, officer, director, or employee of such person.

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel.

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization, which supports the State of Israel.

(6) Paying, honoring, confirming or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott", and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1) - (6) of this clause:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment.

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment,

the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation.

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country.

(4) Complying or agreeing to comply with export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel or to any national or resident of Israel.

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country.

(6) Compliance by a person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his/her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his/her own use, including the performance of contractual services within that country, as may be defined by such regulations.

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

## J.1 LIST OF ATTACHMENTS: **CONTRACTOR FURNISHED MATERIALS**

The contractor shall provide all clothing required to perform the standard and temporary additional services as specified in this contract.

## J.4 EXHIBIT C: GOVERNMENT FURNISHED PROPERTY

N/A

## 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-1449 cover page (blocks 17,21,22,23,24,30a and 30 b, as appropriate), and Sections B have been filled out. In accordance with H.4 (a), provide evidence of bonds, if required; H.4 (f) evidence of permits and with H.5, 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 1449, "Solicitation/Contract/Order for Commercial Items."

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 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

| | | |
|---|---|---|
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR 1991 |
| 52.215-5 | SOLICITATION DEFINITIONS | JUL 1987 |
| 52.215-7 | UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS | APR 1984 |
| 52.215-8 | ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS | DEC 1989 |
| 52.215-9 | SUBMISSION OF OFFERS | DEC 1989 |
| 52.215-12 | RESTRICTION ON DISCLOSURE AND USE OF DATA/ | APR 1984 |
| 52.215-13 | PREPARATION OF OFFERS | APR 1984 |

| | | |
|---|---|---|
| 52.215-15 | FAILURE TO SUBMIT OFFER | JUL 1995 |
| 52.215-16 | CONTRACT AWARD | OCT 1995* |
| | ALTERNATE II | OCT 1995 |
| 52.215-36 | LATE SUBMISSIONS, MODIFICATIONS, AND / WITHDRAWAL OF PROPOSALS (Overseas) | AUG 1996 |
| 52.237-1 | SITE VISIT | APR 1984 |

[NOTE TO CONTRACTING OFFICER: INCLUDE 52.237-1, Site Visit, IF APPLICABLE]

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

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS (APR 1984)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

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 (addressed as follows) by obtaining written and dated acknowledgment of receipt from

***Contracting Officer, American Embassy, Abidjan***

(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

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 SITE VISIT

N/A

## L.6. 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.7 652.214-71 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.

# 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, 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;
- 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 (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).

## M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted would 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 52.215-16, Alternate II (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 15.610(a).