



CONSULATE GENERAL OF THE  
UNITED STATES OF AMERICA

U.S. Consulate General  
Istanbul-Turkey

July 13, 2016

To: Prospective Offerors

Subject: Solicitation number S-TU-460-16-Q-1025

Enclosed is a Request for Proposals (RFQ) to replant the area of 9,000.00m<sup>2</sup> with short growing low maintenance plants which will be green in most of the year. If you would like to 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. Consulate to conduct a pre-proposal conference. All prospective offerors who have received a solicitation package are invited to attend to our meeting on 26 July 2016 at 11.00.

The American Consulate will respond in writing to all questions received during the meeting or submitted by e-mail no later than July 28, 2016.

Bids will be due no later than August 08, 2016 – 2pm. And should be delivered to the Consulate in a sealed envelope. No bid will be accepted after this required delivery date and time.

Please call Ms. Sibel Ozayas at telephone 0212-335 9332 latest, July 18, 2016 to provide name of the person(s) who will attend the meeting from your company as we require names for security requirement.

Thank you for your interest.

Sincerely,

A handwritten signature in blue ink that reads "Robert Barkenhagen".

Robert Barkenhagen  
Contracting Officer

Enclosure

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>			1. REQUISITION NUMBER S-TU-460-16-Q-1008	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy) 07-01-2016	4. ORDER NUMBER	5. SOLICITATION NUMBER S-TU-460-16-Q-1025	6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 07-01-2016
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Sibel Ozayas	b. TELEPHONE NUMBER (No collect calls) 0212-335 9332		8. OFFER DUE DATE/ LOCAL TIME <b>08.08.2016</b>

9. ISSUED BY American Consulate General Contracting Officer Kaplicalar Mevkii Istinye/Istanbul	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR  NAICS: SIZE STANDARD:	<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVERY TO American Consulate General B&F Section Kaplicalar Mevkii Istinye/Istanbul	CODE	16. ADMINISTERED BY Same as 9	CODE
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17a. CONTRACTOR/OFFEROR Prospective bidders	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY American Consulate General Istanbul - Turkey	CODE
TELEPHONE NO.				

<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Replanting as explained on the attached solicitation  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				0.00  0.00 0.00

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print) Robert Barkanhagen - Contracting Officer	31c. DATE SIGNED (mm-dd-yyyy)
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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 SCOPE OF SERVICES

The Contractor shall provide replanting services for the US Consulate General in Istanbul.

### B.2 TYPE OF CONTRACT

This is a fixed price contract for required services.

### B.3 TYPES OF SERVICES

Replanting the area of 9,000.00m<sup>2</sup> with short growing low maintenance plants which will be green in most of the year.

-The weeds and their roots at the subject land shall be cleaned by hand from the pockets of the existing black plastic covers attached to the ground. (The subject land will be shown to the vendors during site visit.

2- After removing the weeds and their roots from ground, high quality weed killer have to be applied to the subject land and shall be waited for enough days as the manufacturer of the weed killer states.

3- After applying the weed killer and wait for proper time, high quality soil shall be laid down on to the black plastic cover with 10cm above the cover.

4- The weed killer shall be applied again on to the new soil and wait for proper time.

5- After that, short growing low maintenance plants (to be approved by project COR) shall be planted properly and do the necessary applications (fertilizing / watering) to let the plant hold strongly to the soil. Shall be watered properly by the vendor if needed. Portable sprinklers and fertilizers shall be provided by the contractor. Consulate will provide water source.

6- The contractor is responsible to bring all the necessary tools and equipment that they need as well as to provide protective equipment necessary for their workers' safety.

7- The contractor can bring minimum 5, maximum 9 workers at the same time. Working hours are from 08:00 to 17:00 under normal circumstances. If the contractor asks for extending the working hours, it will be considered by authorized Consulate employee (COR).

8- The contractor is responsible of disposing the debris related to their work before the final completion.

9- This work has to be completed within 30 calendar days as the weather permits.

### B.4 PRICING

- (a) The Government will make EFT payment to the Contractor's Bank Account within 30 days after the job is completed

- (b) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.
- (c) The Government will make payment **in local currency**.
- (d) VALUE ADDED TAX.

VALUE ADDED TAX (VAT). US Consulate General is exempted from KDV (VAT) Therefore, offer should not cover KDV (VAT). Government will give a copy of the exemption card to the winner bidder for their accounting

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 PERFORMANCE WORK STATEMENT

#### C.1 WORK REQUIREMENT

C.1.1 General. This is a fixed-price contract for replanting services as explained under B.3.

C.1.2 Personnel. The Contractor shall provide a qualified work force capable of providing the services required by the contract.

#### C.2 DEFINITIONS

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

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

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

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

#### C.3 GENERAL REQUIREMENTS

The Contractor's work shall be measured by the appearance of the landscape covered by this contract. The Contractor shall perform complete replanting services as described in this contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

#### C.4 MANAGEMENT AND SUPERVISION

C.4.1. Supervision. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

- C.4.2. The Contractor shall maintain schedules. Work should be done during working days between 08.00 to 17.00. The Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.
- C.4.3. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.
- C.4.4. Technical Guidance. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.

#### SECTION D - PACKAGING AND MARKING

- RESERVED -

## SECTION E - INSPECTION AND ACCEPTANCE

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations are incorporated by reference:

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

### E.2 APPLICABILITY OF INSPECTION CLAUSES

FAR clause 52.246-4, Inspection of Services - Fixed-Price, applies to services provided under Standard Services. FAR clause 52.246-6, Inspection-Time-and- Materials and Labor-Hour, applies to services provided under Temporary Additional Services.

### E.3 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

#### E.3.1 PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:  
<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following FAR clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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52.242-15	STOP-WORK ORDER (AUG 1989)*
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*\*52.242-15 applies to Standard Services in Section B*

52.242-15	STOP-WORK ORDER (Alternate I, APR 1984*)
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*\*52.242-15, Alternate I (APR 1984), applies to Temporary Additional Services*

52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
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### F.2 PERIOD OF PERFORMANCE

The performance period of this contract is from the start date in Notice to Proceed and continuing 30 working days.

### F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

**List of the Names and Last Names of the personnel their ID numbers and, Date of Birth for each person should be given to COR within five days after award and Security check might take 10 days. COR will inform the contractor after all names are cleared.**

### F.4. NOTICE TO PROCEED (NTP)

After contract award and submission of acceptable insurance certificates, the Government will send the Contractor a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. MONITORING OF THE CONTRACTOR

G.1.1. 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 **Facilities Maintenance Supervisor.**

G.1.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices in an original to Contracting Officer's Representative (COR) through the Financial Management Office (FMO) at the following address:

Kaplicalar Mevkii
Uc Sehitler Sok. No:2
Istinye - Sariyer

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees.

H.1.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the

property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

## 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 required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- (b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.
- (c) 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 that interfere with normal and efficient Government operations.
- (d) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- (e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
  - Unauthorized use of Government property, theft, vandalism, or immoral conduct;
  - Unethical or improper use of official authority or credentials;
  - Security violations; or,
  - Organizing or participating in gambling in any form.
- (f) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

### H.3 PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

### H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

- (a) Bonds. The Government imposes 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 Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. 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 these costs and must include them in the fixed prices in this contract.
- (c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.
- (d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary.
- (e) **If contractor refuse to take proper action to any damage or injury of a person, in such cases Government will have the right to hold payment until its resolved by the Contractor.**
- (f) The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:
  - (a) Any property of the Contractor,
  - (b) Its officers,
  - (c) Agents,
  - (d) Servants,
  - (e) Employees, or
  - (f) Any other person,arising from, and incidental to, the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, 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.

(g) 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 licenses required by the host government are entirely the responsibility of the Contractor.

#### H.5 CERTIFICATE OF INSURANCE

**Contractor must provide a copy of all employees legally required social security (Sosial Sigorta Kayitlari) records to the COR with the list of the names given for Security Check.**

### SECTION I - CONTRACT CLAUSES

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

*<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>*

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at *<http://www.statebuy.state.gov/>* to access links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following FAR clauses are incorporated by reference:

<u>CLAUSES</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)

- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS (OCT 2015)
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

- 52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
- 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA MODIFICATIONS (OCT 2010)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
- 52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-5 TRADE AGREEMENTS (FEB 2016)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 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)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)

\*Clause, below, is for additional emergency services only.

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)\*

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (MAY 2014)

52.232-22 LIMITATIONS OF FUNDS (APR 1984)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

52.233-1 DISPUTES (MAY 2014) – Alternate I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) – Alternate I & II (APR 1984)

\*Clause below is for additional emergency services only

52.243-3 CHANGES—TIME AND MATERIALS OR LABOR HOURS (SEP 2000) \*

52.244-6 SUBCONTRACTOR AND COMMERCIAL ITEMS (FEB 2016)

- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 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)

The following FAR clauses are provided in full text:

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The Contracting Officer must make all modifications to the contract in writing.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

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

(End of clause)

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

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

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

(b) When any such day falls on a Saturday or 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.

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

### J.1 LIST OF ATTACHMENTS

#### EXHIBIT A - CONTRACTOR FURNISHED MATERIALS

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

#### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

##### SUBMISSION OF OFFERS

1.1 Summary of Instructions. Each offer must consist of the following:

1.1. A completed solicitation, in which the SF-1449 cover page (blocks 12 through 18, as appropriate),

1.2. Information demonstrating the offeror's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past five years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses).

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this

data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided  
52.237-1 SITE VISIT (APR 1984)

#### SITE VISIT

Under FAR provision 52.237-1, Site Visit, the post will arrange for site visits on July 26, 2016 – Tuesday at 11am. Offerors should contact 0212-335 9332 or send an email to give names of the personnel who will be participate the site visit to make appropriate arrangements.

#### PRE-PROPOSAL CONFERENCE.

1. The Government will hold a pre-proposal conference to discuss the requirements of this solicitation on July 26, 2016 at 11 am.at the American Consulate General – Kaplilar Mevkii No: 2 Istinye - Sariyer. Offerors interested in attending should contact the following number:

0212-335 9332

ozayassx@state.gov

**NOTE TO INTERESTED VENDORS\*** – Due to security concerns, all offerors must contact the above U.S. Government representative and give the names and company name of all individuals who will represent the company at the pre-proposal conference. On the date of the pre-proposal conference, company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-proposal conference without prior notification will be denied entry.

Offerors should submit written questions latest July 28, 2016  
Government will answer all questions by July 29, 2016  
Bid due date will be August 3<sup>rd</sup>, 2016 by 12.00 noon.

2. No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

## EVALUATION FACTORS FOR AWARD

### EVALUATION OF PROPOSALS

- .1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals following Section L. Proposals shall meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

- 1.2. Basis for Award.

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

- a) Initial Evaluation

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government may eliminate proposals that are missing required information.

- b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1.2, including a review of the offeror's proposed project manager to ensure that he or she is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2(3) to verify quality of past performance.

- c) Price

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in Section B.

- d) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;
- (5) Necessary equipment and facilities or the ability to obtain them; and
- (6) 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. The Government will notify unsuccessful offerors as required by FAR 15.503.

### 1.3 Award Selection

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.