

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER PR2642573	PAGE 1 OF 71	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)	4. ORDER NUMBER	5. SOLICITATION NUMBER SAF200-13-M		6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 08-01-2013	
7. FOR SOLICITATION INFORMATION CALL: ▶	a. NAME Edna P. Manlangit Procurement & Contracting Office		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME 08.06.13-1300 hrs		
9. ISSUED BY American Embassy Kabul Great Massoud Circle Kabul, Afghanistan E-mail:KabulGSOBids@state.gov		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			
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		CODE	16. ADMINISTERED BY			
			CODE			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY American Embassy Kabul Great Massoud Road - Kabul, Afghanistan			
			CODE			
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PAS A&E Consultancy Services  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		1			0.00
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00		
<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		
<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		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN (1) 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:			
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 (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED (mm-dd-yyyy)		

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 (mm-dd-yyyy)	32d. PRINT 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  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE (mm-dd-yyyy)	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (mm-dd-yyyy)	42d. TOTAL CONTAINERS	

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**SAF20013M\_\_\_\_\_ - PR2642573**

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The U.S. Embassy, Kabul, Afghanistan is pleased to invite all qualified vendors for an (RFQ) Solicitation, for Architectural Design & Engineering services for the Public Affairs Section (PAS).

### **BACKGROUND:**

From FY 2010 through FY 2013, the Public Affairs Section (PAS) of the U.S. Embassy in Kabul, Afghanistan has awarded eight (8) grants to build a variety of structures primarily on the campuses of universities throughout Afghanistan. These include five Media Operations Centers and two women's dormitories. A complete list of construction projects can be found in Appendix A.

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

The objective of this contract is to provide Architect/Professional Engineer services to include inspection, monitoring, and evaluation of ongoing PAS construction operations in Kabul, Afghanistan performed by the Construction Contractor (CC) at each of the designated construction sites in Appendix A; to ensure quality control; to report on any deficiencies in either design or construction; to identify potential safety or security hazards on construction sites; and to monitor CC's construction schedule to assure timely project completion. The contract performance period is (365) Calendar days after award and upon issuance of Notice To Proceed (NTP) letter.

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

This is a Time-and-Services type contract with Firm Fixed Hourly rates. The hourly rates stated in the contract shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

#### **B.3 LEVEL OF EFFORT**

Services shall include but are not limited to onsite monitoring support services may also consist of inspection of construction operations performed by the construction contractor(s); review and processing of submittals; review and processing of contractor progress payment submittals; requests for information which are not the resolution of conflicts and omissions, but are associated with the contract drawings and specifications, e.g., requests for substitutions, clarifications; quality control; reporting; safety; schedule monitoring and evaluation; and weekly site meetings.

All project communications shall be in English. All communications, documents, drawing specification, etc, shall be in English. Where required the contractor will provide a copies in Afghan.

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(a) The contractor shall provide the services for the period of the contract at the rates shown in Section B.4.

(b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.

(c) The contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in the Schedule. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued / ordered.

Invoicing will be based on actual and established firm fixed hourly rate of individuals charged with on-site inspection operations. Certified time card will be submitted with invoices each month.

#### **B.4 PRICING:**

	Labor Category	Hourly Rate	Estimated hours	Extend Price
0001	Chief Engineer			
0002	DBA Insurance			
0003	Profit (inclusive in price)			
0004	BRT (inclusive in price)			

**TOTAL ESTIMATED COST**

**US\$\_\_\_\_\_**

The contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total cost to exceed 75% of and ceiling price/not to exceed amounts listed below.

#### **B.4.1 REIMBURSABLE EXPENSES**

Contractor shall be reimbursed for all necessary expenses incurred in the shipment of the submittals substantiated with a receipt. Shipping expenses shall not include overhead, G&A, or profit. Reimbursement will only be made for reasonable amounts supported by appropriate documents such as bills of lading and AWB's, freight bills, mail certificates, air flight, etc. Contractor shall mail these documents with the appropriate invoice to avoid unnecessary correspondence and delays.

**THE TOTAL REIMBURSABLE EXPENSES ARE ESTIMATED AT: US\$\_\_\_\_\_**  
**TOTAL ESTIMATED COST INCLUDING REIMBURSABLE**  
**EXPENSES SPECIFY CURRENCY: US\$\_\_\_\_\_**

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## **B.5 DEFENSE BASE ACT (DBA) INSURANCE**

Effective July 22, 2012, the Department of State does not have a Department-wide contract for DBA insurance. Contractors may continue using DBA policies until they expire. Contractors requiring new DBA insurance may purchase new insurance policies directly from any DOL approved insurance provider. Approved providers can be found at the Department of Labor website <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>; and

Please note that DBA insurance is required in Afghanistan on all employees to include local nationals.

## **SECTION C – STATEMENT OF WORK**

### **C.1 GENERAL INFORMATION**

#### **C.1.1 Definitions**

A&E	means Architect / Engineer, the individual or firm employed under this contract to perform the services describe herein.
CC	means construction contractor
CMS	means construction monitoring services
Day	means calendar day, unless otherwise specifically specified
FAR	means Federal Acquisition Regulation
OSHA	means United States Occupational Safety and Health Administration
OBO	means Oversees Building Operations
COR	Contracting Officer's Representative means a person or persons appointed by the Contracting Officer who is authorized to monitor and enforce the contract but not make changes to the contract.

Contractor means an entity or person signed under contract with the U.S. Government.

In this contract, the terms Contractor, Architect, Engineer, Architect / Engineer, and (A&E) are used interchangeably unless the context indicates otherwise.

#### **C.1.2 Introduction**

The contractor is required to provide engineering services to include inspection, monitoring, and evaluation of ongoing construction operations performed by the Constructions Contractor (CC) at each of the designated construction sites in Appendix A to ensure quality control.

## **C.2. STATEMENT OF WORK/SCOPE OF WORK (SOW)**

### **GENERAL REQUIREMENTS**

The contractor shall provide consultancy services to include:

- C.2.1 Developing an overall Project Control Document with a detailed project plan.
- C.2.2 Developing and managing a quality assurance program to ensure all construction work is performed in accordance with the terms and conditions of the construction contract.
- C.2.3 Performing inspections of the work and enforcing contract QC requirements.
- C.2.4 Observing, inspecting and evaluating the construction work to ensure that proper standards of construction quality and contract compliance are being met by the CC.
- C.2.5 Identifying architectural and engineering problems in either design or construction.
- C.2.6 Identifying and providing early notification to the COR of any potential schedule slippages.
- C.2.7 Monitoring the CC's construction schedule to assure timely project completion.
- C.2.8 Advising the COR of any situation which might make the Government liable for claim action by the CC.
- C.2.9 Monitoring and reviewing contract site conditions to identify potential unsafe practices and security concerns.
- C.2.10 Assisting in the evaluation of contractor proposed substitutions
- C.2.11 Reviewing drawings, specifications, and other project documents.
- C.2.12 Providing construction monitoring services.
- C.2.13 Putting into effect a quality control program that will require contractors and consultants to thoroughly review and coordinate all project data prior to submittals.
- C.2.14 If necessary, developing a corrective action plan that identifies any deficiencies in either drawings or actual construction with recommendations for rectification.
- C.2.15 Providing Contracting Officer's Representative (COR) with a Quality Assurance/Quality Control (QA/QC) program indicating the method of controlling the quality of all work produced by the Contractor and consultants.
- C.2.16 Performing other similar duties as may be assigned by the COR.

## **C.3 REVIEWS AND REPORTS**

- C.3.1 Project Control Document
- C.3.2 Initial Assessment of Construction Sites
- C.3.3 Corrective Action Plan
- C.3.4 Quality Assurance/Quality Control

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## **C.4 STAFFING**

### **C.4.1 General Staffing Requirements**

- C.4.1.1 Education and Experience
- C.4.1.2 Rosters
- C.4.1.3 Changes in Staffing

## **C.5 ADMINISTRATIVE TASKS**

- C.5.1 Record Keeping
- C.5.2 Project Control Document (PCD)
- C.5.3 Invoicing
- C.5.4 Meetings
- C.5.5 Contractor's Project Manager

## **C.6 QUALITY MANAGEMENT AND DATA COLLECTION PLANS**

- C.6.1 Quality Management
- C.6.2 The Plan will include an identified monitoring system covering all the services listed in this RFP and SOW. The system of monitoring to ensure that contract requirements are being met will include:
  - C.6.3 An inventory of activities to be monitored, including frequency of monitoring, samples of forms to be used in monitoring, and title/level and qualifications of personnel performing monitoring functions.
  - C.6.4 A system for ensuring that services meet requirements for timeliness, accuracy, completeness, consistency and conformity as defined in the RFP SOW.
  - C.6.5 Assurances that professional staff rendering services under the contract have met the necessary pre-requisites.
  - C.6.7 Methodology for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable, including a description of the Quality Improvement strategy and intervention methods.
  - C.6.8 Procedures for taking any corrective action, if needed, including a commitment to provide to Kabul PAS upon request a record of all reviews, the corrective action taken, the time the problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

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## **C.7 DATA COLLECTION**

The Contractor shall establish and implement a Data Collection Plan to collect, manage, and submit data and reports as directed by Kabul PAS COR. This will include collecting, managing, and submitting the data described in this SOW.

- C.7.1 The Contractor's Plan shall include a description of specific measures and data analysis methods that are currently in place and/or those to be delivered to ensure the collection and reporting of required data as described in this SOW.
- C.7.2 The Contractor's Plan shall include a description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analysis, data reporting, and/or other data accuracy problems and actions already taken.
- C.7.3 The Contractor shall agree to participate in regular collaborative meetings where data and progress will be reviewed. These meetings will serve as the basis for making any mid-course service corrections to the PCD, Project Schedule, and/or the agreed upon SOW.

## **C.8 SCHEDULE**

Contractor shall agree to the following key deliverables schedule, not inclusive of all deliverables: (1) Develop PCD; establish method to monitor and continuously update the document; (2) Establish weekly Project Status Report; (3) Establish working relationship with key Kabul staff to provide on-going support and guidance; (4) Deliver Business/viability assessment report for each of the government identified organizations; (5) Develop corrective action/improvement plan; (6) Write monthly reports on the status of organizations implementing the corrective action/improvement plan; (7) At conclusion of contract write final report documenting the results of the various corrective action/improvement plans.

## **C.9 PLACE OF PERFORMANCE**

The contractor shall provide A&E, services for inspection of eight (8) Construction Sites in the cities of Afghanistan as follows: (1) Kabul University Media Operations Center, Kabul; (2) Kabul University Women's Dormitory, Kabul; (3) Balkh University Media Operations Center, Mazar-i-Sharif; (4) Balkh University Women's Dormitory, Mazar-i-Sharif; (5) Kandahar University Media Operations Center, Kandahar; (6) Nangarhar University Media Operations Center, Jalalabad; (7) Herat University Media Operations Center, Herat.

## **C.10 PERIOD OF PERFORMANCE**

The Period of Performance shall be \_\_\_\_\_ (TBA).

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### **C.11 CONTRACT DISCREPANCY REPORT**

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by Kabul PAS and the Contractor. The Kabul PAS COR will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Kabul PAS COR within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the Kabul PAS COR within ten (10) workdays.

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**C.12 Appendix A – List of Construction Sites for Inspection**

1. Kabul University Media Operations Center, Kabul
2. Kabul University Women's Dormitory, Kabul
3. Balkh University Media Operations Center, Mazar-i-Sharif
4. Balkh University Women's Dormitory, Mazar-i-Sharif
5. Kandahar University Media Operations Center, Kandahar
6. Nangarhar University Media Operations Center, Jalalabad
7. Herat University Media Operations Center, Herat

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## **SECTION D – PACKAGING AND MARKING**

### **D.1 PACKAGING AND MARKING**

Packaging and marking shall follow commercial practice.

#### **D.1.1 Separate packaging of electronic media and hardcopy material**

The prime Contractor and any associated subcontractors will package all drawings and electronic media (SBU and unclassified) in separate mailing packages, specifically, electronic media will be transported in electronic media packages that contain no other drawings or hard copies of any kind, beyond that of transfer/receipt documentation. Hardcopy (paper) drawing and documents will be packaged separately.

#### **D.1.2 Double wrapping and addressing of packages**

For all shipping methods, the prime contractor and any associated subcontractors will ensure that all project documentation, regardless of classification and to include SBU, is double wrapped with both layers addressed properly and labeled with the sender's address. No indication that the contents are SBU or classified should appear on the outer wrapper. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes.

### **D.2 PREPARATION OF DELIVERABLE ITEMS**

Deliverable items other than letter reports shall be three-hole punched and bound with sD-ring-type binders and rubber bands.

### **D.3 MAILING ADDRESS OF RECIPIENT**

To be determined in at a later date.

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

### **E.1 INSPECTION**

The contractor shall maintain a system of quality assurance and quality control to ensure that the design and documentation of the design meet the requirements of this contract. The Government reserves the right to inspect the contractor's work as well as its system of Quality Assurance / Quality Control.

The contractor's key individual responsible for quality of design is \_\_\_\_\_.

The contractor's key individual responsible for quality of documentation is \_\_\_\_\_.

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If a key individual (see D-3 below) needs to be replaced during performance of this contract, the contractor shall submit a resume for an equal or better replacement to the COR for approval.

## E.2 ACCEPTANCE

Acceptance of deliverable items shall be by the COR. Acceptance or use of documents developed under this contract shall not relieve the Contractor of responsibility for the design.

## E.3 QUALITY MANAGEMENT PROGRAM (QMP)

The contractor shall prepare and implement (based on Government approval), a Quality Assurance and Management plan. This plan shall address the following:

**E.3.1 ORGANIZATIONAL STRUCTURE.** Define the proposed organizational structure for the project, including charts and a description of responsibilities of key persons who will perform the work. The contractor shall identify person(s) responsible for interface with the Government.

**E.3.2 DOCUMENT CONTROL.** The quality program must ensure that documents, including changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. The contractor shall identify person responsible for reviewing, approving, and releasing documents and revisions.

**E.3.3. VERIFICATION.** The contractor shall identify the senior person(s) who will be responsible for final review and verification before documents are transmitted to the Government. cursory supervisory reviews will not be sufficient. Design verification may vary from spot-checking of calculations to full-scale review of design drawings and specifications, as the situation requires.

**E.3.4. CORRECTIVE ACTION.** The quality program must clearly define responsibility and procedures for corrective action if deficiencies in the services or resulting deliverables are found.

**E.3.5. QUALITY MANAGEMENT AND DATE COLLECTION PLANS.**

**E.3.6. CHECKING, COORDINATING, AND INTEGRATING DRAWINGS.**

Quality control procedures shall ensure that individual drawings and other documentation have been checked and that all documentation, including that of the supporting disciplines (such as, civil, structural, mechanical, electrical) has been coordinated and integrated. The contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before document submittal.

**E.3.7 DESIGN-TO-BUDGET.**

The contractor shall describe the procedure for meeting the design-to-budget target. The procedure shall include a clear understanding of the cost implications during all design phases. The work of all subcontractors is to be included in the procedure.

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## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1. PERIOD OF PERFORMANCE**

The Contractor shall provide the Architect and Engineering consulting services outlined in Section B commencing on or around September 2013, the performance period is currently scheduled for (365) calendar days. The order services provided shall not be more than the contract amount without a contract modification.

#### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 6 months.

### **F.2 DELIVERABLES**

The deliverables and delivery schedule shall be determined and included in each task order.

### **F.3 DELIVERY CHARGES**

All delivery charges shall be prepaid by the Contractor.

### **F.4 ORDER OF SERVICES**

The Contracting Officer reserves the right to establish the order in which the services are performed.

### **F.5 CONTRACTOR DELAYS**

The project schedule is a key parameter of projects. Completion of the design and documentation is the key to the project as a whole. Liquidated damages are anticipated for construction associated with certain task order projects. Liquidated damages are not required for the A/E effort; however, the Government will require adequate consideration for any slippage in schedule without an excusable delay. The contractor is required to document any delays and submit justification to the Contracting Officer.

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## SECTION G – ADMINISTRATIVE DATA

### G.1 CONTRACT ADMINISTRATION DATA

Contracting Officer: Barbara C. Irwin  
 Contracting Officer  
 U.S. Embassy, Kabul Afghanistan

Contracting Officer's  
 Representative (COR): Gregory M. Young  
 Email: YoungGM@state.gov  
 BB: +93 (0) 707-70-0870

### G.2 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

G.2.1 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.

### G.3 INVOICING AND PAYING INSTRUCTIONS

G.3.1 The contractor shall submit his invoices in the original and three copies to the designated billing address indicated in this contract with a separate copy to the contracting office. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, request the contractor to submit a revised invoice.

G.3.2 The contractor shall specifically identify the last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice should also attach a "Contractor's Release Certificate". The contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the contractor has any questions regarding payment status, he shall contact the COR.

G.3.3 Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items identified in each task order shall be made in accordance with FAR 52.232-1, "Prompt Payment for Fixed-Price Architect-Engineer Contracts", and for reimbursable expenses as set forth in Section F-5, after an acceptable invoice has been submitted by the Contractor. Contractor shall mail the invoices to:

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Payment office and invoice shall be identified with the contract number.

Invoices shall list the item delivered by reference to the appropriate contract number, task order number, item number, price, task order date, name of the COR, and actual delivery date.

G.3.4 The contractor shall not be eligible to receive payments for any subsequent deliverables until the Government has accepted the previous deliverables.

## **SECTION H - SPECIAL TERMS AND CONDITIONS**

### **H.1.0. SECURITY**

The following considerations must be followed by the Contractor and/or must be incorporated into the design documents.

H.1.1. All documents received or generated under the contract are the property of the U.S. Government.

H.1.2. All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution is prohibited without express approval of the U.S. Government. The contractor shall mark all design and construction documents as follows:

#### **WARNING**

This document is the property of the United States Government. Further reproduction and/or distribution are prohibited without the express written approval of:

Mr. Gregory Young – COR  
American Embassy  
Public Affairs Section  
Great Massoud Road  
Kabul, Afghanistan  
Telephone Number: +93 (0) 707-70-0870 (BB)  
Email: [YoungGM@state.gov](mailto:YoungGM@state.gov)

Proposed and actual contract documents will only be disseminated on a strict need-to-know basis, and will not be further disseminated without prior authorization from the Department of State.

H.1.4. Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, will be responsible for these materials while in

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their possession, or that of any of their subcontractors. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.

H.1.5. Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Site Security Manager (SSM) and/or the Senior Security Officer (SSO). The SSO or SSM will establish any controls, limits, and/or other restrictions as deemed necessary. The contractor shall submit a written request for authorization for such photography citing the reason(s) and use(s) for the photographs and/or negatives.

H.1.6. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

H.1.7. The department reserves the right to demand retention of all copies of photographs and negatives.

#### H.2.0. REIMBURSABLE EXPENSES

The total amount estimated for reimbursable expenses under this contract shall not exceed US \$ 1,000.00 unless this amount is increased in writing by the Contracting Officer.

#### H.3.0. ORGANIZATIONAL CONFLICTS OF INTEREST

Neither the Contractor nor any of its employees, affiliates, or related entities may propose on the construction effort envisioned by this contract. The Contractor, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the construction to any offeror or prospective offeror on the construction contract.

The contractor shall include this clause in all subcontracts, purchase orders, and consulting agreements for service.

#### H.4.0. RELEASE OF INFORMATION

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. The contractor shall not make public announcements, including news and press releases; these are the prerogative of the Contracting Officer.

#### H.5.0. NOTIFICATION OF CHANGES

H.5.1. This clause applies to changes other than changes directed by the Government pursuant to the contract clause FAR 52-243-1 - "Changes - Fixed Price (AUG 87) Alternate III (APR 1984)."

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H.5.2. Definitions. "Contracting Officer," as used in this clause, does not include representatives of the Contracting Officer.

H.5.3. Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing within ten (10) days from the date the Contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the Contractor, the notice shall state -

- (i) The date, nature and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including -
  - What contract line items have been or may be affected by the alleged change;
  - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

H.5.4. Continued performance. Following submission of the notice required above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

H.5.5. Government response. The Contracting Officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

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- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) Advise the Contractor what additional information is required and when, and establish the date by which it should be furnished and the date the Government will respond.

#### H.5.6. Equitable adjustments.

If the Contracting Officer confirms that the Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, the Government will modify the contract to make an equitable adjustment -

- (1) In the contract price or delivery schedule or both; and
- (2) Any other term of the contract affected.

In the case of drawings, designs, or specifications that are defective and the Government is responsible, an equitable adjustment shall include the cost and time extension for the delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs, or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for a delay resulting from the Contractor's failure to provide notice or to continue performance as provided above.

H.5.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work.

## H.6 DESIGN-TO-BUDGET

H.6.1 When an individual task order requires the development of renovation documents, a design-to-budget amount shall be provided in the task order. The Government will state "estimated renovation contract price for the project is" which will be priced in either dollars or the local currency, dependent upon the currency stated at contract award. This requirement is in accordance with FAR 52.236-22 "Design Within Funding Limitations," see Section H, contract clauses.

H.6.2 Anything not listed as being included in the design-to-budget amount shall be considered excluded. By way of example, but not by limitation, this amount does not include:  
 Allowances for GFE

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Government project supervision during construction

## H.7 RENOVATION COST ESTIMATING

H.7.1 When the contractor is required to produce estimates of the cost of renovation, the contractor shall mark renovation cost estimates as "Source Selection Information" documents. The contractor shall safeguard the confidentiality and prevent unauthorized distribution of the estimates.

H.7.2 The contractor shall prepare renovation cost estimates with the same attention to detail as if the contractor were bidding on the project as a renovation contractor. The estimates shall be based on the same construction contract conditions and specifications that will be used by the Government for procurement of the facilities being designed. Attached for reference are the model renovation contract documents and procedures used by the Department of State.

H.7.3 The contractor shall provide estimates of the cost of renovation of the facilities or work as described in the Scope of Work of a particular task order with each of the 35%, 60%, and 100% Renovation Documents submittals or deliverable phases as required by the task order. These estimates shall indicate the anticipated cost in terms of local currency or US dollars for the renovation of the facilities in the country and locale where such facilities are to be built. Approval to proceed with subsequent phases will not be granted until all budgetary issues are resolved. See Section G-3 titled "Design to Budget" and Section I, clause 52.236-22 titled "Design within Funding Limitations" for the estimated renovation contract price and additional information on the use of renovation cost estimates.

H.7.4 The contractor shall allocate the total projected costs per the divisions of its BOM (Bill of Materials). The contractor shall furnish price lists comparing available foreign materials to equivalent U.S. materials, if known, that may be used in renovation. Contingencies for each division shall be separately identified.

H.7.5 The contractor shall furnish a list of all foreign materials to be used in the facilities with their unit prices compared to prices for comparable U.S. materials. The costs for U.S. materials shall include, as a separate item, the estimated shipping costs to the site of renovation. If the contractor has specified a foreign material and there is no comparable U.S. material, the material shall be identified and the price of the foreign material used.

H.7.6 The contractor shall compare these estimates to the design-to-budget amount given in the individual task order and this shall be used to confirm that the facilities as designed can be renovated in the designated locale within the budgeted amount. Notwithstanding the requirements for specific submittals of construction cost estimates, the contractor shall promptly advise the Contracting Officer whenever it may know, or have reason to believe, that the estimated cost of renovation for the facilities being designed will exceed or is likely to exceed the design-to-budget cost. In addition to complying with the clauses of Section I, FAR 52.236-

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22, if at any time it is determined that the estimated cost of renovation exceeds the design-to-budget amount the Contracting Officer may direct the contractor to perform redesign and other services as needed to reduce the estimated cost of renovation to an amount that is within the design-to-budget amount. The contractor shall perform such redesign and other services at no additional cost to the Government. The contractor shall not be required to perform such redesign and other services at no cost to the Government if the Contracting Officer determines that the estimated cost of renovation exceeds the design-to-budget amount for reasons beyond the reasonable control of the contractor.

#### H.8 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT

All designs, drawings, specifications, notes, and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design construction without any additional compensation to the Architectural–Engineering Contractor. The Government shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copy writable work under Section 201(b) of Title 17, United States Code. With respect thereto, the Architect–Engineer Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent of copyright laws. The Architect–Engineer Contractor, for a period of three years after completion of the project, agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Architect–Engineer Contractor shall have the right to retain copies of all works beyond such period, except in the case of classified designs, drawings, specifications, and any other documents, which must be returned to the Contracting Officer or destroyed within 2 years, in accordance with the NISPOM, unless specific written approval is requested and granted by DS/IS/IND via the Contracting Officer.

#### H.9 ORGANIZATIONAL CONFLICTS OF INTEREST

Neither the contractor nor any of its employees, affiliates, or related entities may propose or bid on the construction effort envisioned by this contract. The contractor, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the envisioned renovation to any offeror or prospective offer or of the envisioned renovation solicitation. The contractor shall include this clause in all subcontracts, purchase orders, and consulting agreements for service under this contract.

#### H.10 RELEASE OF INFORMATION

All data furnished to the contractor and data developed in connection with the project shall be considered privileged. The contractor shall make no public announcements, including news or press releases about this contract.

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## H.11 ADDITIONAL SERVICES

The Government may require in a written modification for the contractor to provide services within the general scope of this contract (but not otherwise required) on a time-and-materials basis. The labor rates priced in Section A.4 shall apply to such work.

Other expenses shall be reimbursed pursuant to the clause of this contract titled "Reimbursable Expenses."

## H.12 NOTIFICATION OF CHANGES

H.12.1 This clause applies to changes other than changes directed by the Government pursuant to the contract clause FAR 52.243-1 titled "Changes - Fixed Price (AUG 87) Alternate III (APR 1984)."

H.12.2 Definitions. "Contracting Officer," as used in this clause, does not include representatives of the Contracting Officer.

H.12.3 Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the contractor considers as a change to this contract. Except for changes identified in writing and signed by the contracting officer, the contractor shall notify the contracting officer in writing within ten (10) days from the date the contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the contractor, the notice shall state -

- (i) The date, nature and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of each Government individual and contractor official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (v) The particular elements of contract performance that the contractor may seek an equitable adjustment under this clause, including -
  - What contract line items have been or may be affected by the alleged change;
  - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (vi) The contractor's estimate of the time by which the Government must respond to the contractor's notice to minimize cost, delay, or disruption of performance.

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**H.12.4 Continued Performance.** Following submission of the notice required above, the contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the contractor. Unless the notice reports a direction of the contracting officer or a communication from a representative of the contracting officer, the contractor shall continue performance. However, if the contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

**H.12.5 Government Response.** The contracting officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -  
Confirm that the conduct of which the contractor gave notice constitutes a change and when necessary direct the mode of further performance;  
Countermand any communication regarded as a change;  
Deny that the conduct of which the contractor gave notice constitutes a change and when necessary direct the mode of further performance; or  
Advise the contractor what additional information is required and when, and establish the date by which it should be furnished and the date the Government will respond.

### **H.13 SAFEGUARDING AND RELEASE OF CLASSIFIED AND SENSITIVE BUT UNCLASSIFIED INFORMATION**

**H.13.1** The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

**H.13.2** The contractor shall notify the Contracting Officer if any legal dispute arises between the contractor and any subcontractor or vendor pertaining to performance on this contract which could potentially result in disclosure of any information related to design, construction or maintenance of a diplomatic facility overseas. Legal disputes include legal actions submitted to civil, criminal, local or federal courts, as well as disputes submitted to arbitration or mediation. This responsibility to notify the Contracting Officer shall not cease upon the expiration or termination of this contract. The contractor hereby agrees to be responsible for all costs associated with the release, whether authorized or unauthorized, of "Classified" or "Sensitive but