

LETTER TO PROSPECTIVE OFFERORS

Date: 02/19/2015

U.S. Embassy Kabul Afghanistan

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number RFP/PR3908187 Policharkhi Waste Water Treatment Facility Design

The Embassy of the United States of America invites you to submit a quotation for **Policharkhi waste water treatment design in Kabul Afghanistan.**

Your quotation must be submitted to KabulINLBids@state.gov Subject: Quotation Enclosed" to the Bandoh, Benjamin **Contracting Officer U.S Embassy Kabul Afghanistan**, on or before **16:00 PM on March 22, 2015.**

In order for a quotation to be considered, you must also complete and submit the following:

1. SF1442
2. Section A;
3. Additional information as required in Section I.

Direct any questions regarding this request for quotations to **Bandoh, Benjamin** by email to KabulINLBids@state.gov during regular business hours.

Site Visit: **March 09, 2015 at 10:00AM**

Quotations are due by **March 15, 2015** (KabulINLBids@state.gov)

Final Proposal Submission: **March 22, 2015**

Sincerely,

Bandoh, Benjamin

Contracting Officer

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. RFP/PR3908187	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 19/02/2015	PAGE OF PAGES 1
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR3908187	6. PROJECT NO.
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7. ISSUED BY INL American Embassy Kabul, Afghanistan E-mail: KabulINLBids@state.gov	CODE	8. ADDRESS OFFER TO INL American Embassy Kabul, Afghanistan E-mail: KabulINLBids@state.gov
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9. FOR INFORMATION CALL: →	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

See attachments Section B Station Of Work.

11. The Contractor shall begin performance within ____ calendar days and complete it within ____ calendar days after receiving
 award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and ____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than _90_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SECTION A – PRICING

A.1. The Contractor shall perform all work necessary to produce a complete set of construction plans and technical specifications sufficient for the construction of the facility described in this contract. This shall include, but is not limited to, any architectural and engineering design and analyses, construction cost estimates, renderings, photographs and scale models described in the Statement of Work.

A.2. VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

A.3. This will be a fixed-firm-price contract. INL will award the design contract on a best value, technically acceptable basis. No additional sums will be payable to the contractor due to escalation in the cost of materials, equipment, security, transportation, or labor. Nor will there be any adjustment to the contract price because of fluctuations in currency exchange rates.

SECTION B – STATEMENT OF WORK

B.1.0. GENERAL INFORMATION

Introduction. The US Department of State through the Bureau of International Narcotics and Law Enforcement (INL) provides funding and project management for the construction and renovation of corrections facilities in support of the Afghan General Directorate of Prisons and Detention Centers (GDPDC).

INL-Kabul Engineering coordinates with INL's Corrections System Support Program (CSSP) advisors and management to ensure proper design elements are included in these facilities to meet the needs of the GDPDC and provide safe, secure, humane, and sustainable facilities for the future security of Afghanistan

INL-K Engineering, positioned at the US Embassy-Kabul, oversees the design requirements, solicitation, contract award recommendations, and project management of construction/renovation projects that support GDPDC.

B.2.0. PROJECT REQUIREMENTS

B.2.1.1 Description of Project

Pol-i- Charkhi Prison was constructed between 1970 and 1980, and is the largest prison in Afghanistan. Decades of war and neglect have produced unsanitary and potentially unsafe conditions.

INL-K through the Regional Procurement Support Office (RPSO) awarded the construction contract for Pol-i-Charkhi prison renovation in June 2009. INL terminated the contract in November 2010.

The renovation project included the design and installation of two (2) wastewater treatment systems including septic tanks and absorption fields. The combined system design intended to service a maximum population of 3,500 individuals. Both leach field systems have been non-functioning since November 2011.

As of November 2014, approximately 7,500 inmates are under the control of the Ministry of Interior (MOI) / GDPDC at Pol-i-Charkhi. Due to the existing sanitation concerns, the US Department of State proposes to complete the original renovation project, including separate contracts for the design and construction of a Waste Water Treatment Facility (WWTF).

B.2.1.2 Project Scope

The purpose of this SOW is to provide the requirements for the design and specifications package to be used in the construction of a new WWTF at Pol-i-Charkhi Prison. The system shall be designed to meet the current and future needs of GDPDC inmates and staff at Pol-i-Charkhi Prison.

The successful design contractor will provide a complete design package with system plans, details, and design and equipment specifications for the construction of a new WWTF at Pol-i-Charkhi Prison. The design package shall include the Scope of Work (SOW), Bill of Quantity (BOQ), and a detailed cost estimate, and will be used to solicit proposals for the construction of the WWTF.

It is the intent of INL to work closely with GDPDC and CSSP in developing the system design, specifications, and capacity requirements. The successful bidder is strongly encouraged to offer alternative treatment solutions that will minimize the need for mechanical dependence, minimal required maintenance procedures, and be a sustainable, cost-effective facility that the GDPDC has the capability maintain successfully.

B.2.1.3 Location of Work:

Pol-i-Charkhi prison project site is located approximately 25 km east of Kabul, Afghanistan. The preferred location for the system as outlined on attachment 1.

B.2.1.4 Contractor Site Visit:

All interested bidders will have the opportunity to visit the proposed site. The Contracting Officer (CO) will notify interested bidders two weeks in advance of the proposed date for site visit. Interested bidders must register with the CO to attend, ONLY bidders that register to attend the site visit shall be allowed on the site. Only two (2) attendees from each interested company will be allowed.

B.2.1.5 Type of Contract:

This will be a fixed-firm-price contract. INL will award the design contract on a best value, technically acceptable basis. No additional sums will be payable to the contractor due to escalation in the cost of materials, equipment, security, transportation, or labor. Nor will there be any adjustment to the contract price because of fluctuations in currency exchange rates.

The single authority to approve modifications to the contract pricing or period of performance is the CO, located at the US Embassy Kabul. The contractor shall not deviate from the terms of the contract. Any deviation from the contract specifications or schedule by the contractor without written documentation and approval from the CO is a violation of the FAR 43.202 and 14 FAH-2 H-141.

If the selected contractor proceeds with any deviation to the specifications set forth in the contract documents and without written approval from the CO, they do so at their own risk.

B.2.1.6 Period of Performance & Liquidated Damages:

The period of performance will be 180 days from the receipt of Notice to Proceed (NTP). Prior to receipt of NTP, Contractor shall submit and obtain CO approval of the design and submittal schedule.

The project schedule is a key parameter of this project. Completion of the design, according to the milestones, is critical to success of the project as a whole. Liquidated damages will be part of this contract. If the contractor fails to complete the work within the time specified, the contractor shall pay liquidated damages to the Government

If the contractor fails to deliver the project milestone packages according to Table 8.1 in this document, the Contractor shall pay Liquidated Damages to the US Government for 0.1% of the total contract amount for each calendar day of delay. Liquidated damages shall continue until INL engineering approves the delayed design deliverable package.

B.2.2. General Requirements

B.2.2.1. This design is a multidiscipline effort that requires complete architectural and engineering services to define the construction, operating, and maintenance requirements of the facilities. In addition to the normal architectural and engineering services provided for building design, the design services required include, but are not limited to *waste water treatment facility, site facilities and landscape design services*. If there is any inconsistency between the attachments listed herein and this section follow this section.

B.2.2.2. This design is a part of a major program undertaken by the Department of State using public funds. The Government will formally evaluate the A/E Contractor based on:

- (a) Designing to a target construction contract cost estimate;
- (b) Adhering to the delivery schedule; and
- (c) Evaluating changes occurring during construction.

B.2.2.3. The Contractor shall carefully review and coordinate drawings and specifications, and other project documents before submittal. This includes identifying all interface points and controls between drawings and documents. The Contractor shall have a quality control program in effect, which will require his employees and consultants to thoroughly review and coordinate all project data prior to submittals. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before submitting documents or they will be rejected by the Contracting Officer. The letter of transmittal shall certify that all documents have been reviewed and coordinated prior to submittal. The certification shall be signed by a principal of the Contractor's firm. The Contracting Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Contractor. This program

shall indicate the method of controlling the quality of all work produced by the Contractor and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Architect/Engineer Contractor".

B.2.2.4. The Contractor shall produce **drawings/Plan for the maximum 12,000 population** plans and specifications. Drawings shall be segregated by buildings. The layout of individual drawings shall convey the required design and construction information. Symbols used shall be accepted international industry standards and shall be shown in the legend. Lettering shall be of sufficient size to be clearly read when drawings are reduced to half size.

B.2.2.5. Specifications shall not rely on sole-source designations to circumvent the requirement for full and open competition in the purchase of construction materials and equipment. When a sole-source manufacturer, product, or equipment is specified, the Contractor shall notify the U.S. Government in written monthly progress reports. These reports shall be accompanied by a justification explaining why sole-source acquisition is necessary and appropriate for the project. The justification shall provide the information that would be required by the Federal Acquisition Regulation (FAR Subpart 6.3). The justification must also explain why the salient characteristics of proposed sole source equipment cannot be described in the specifications. No classified work shall occur under this contract.

B.2.2.6. Except as expressly directed by the Government, the Contractor shall minimize the use of Government-furnished equipment, materials, and supplies to be provided to the construction contractor through the design of the construction documents.

B.2.2.7. Schedule requirements for this Statement of Work are contained in Section E. The "design-to" budget cost data is contained in G.2.

B.2.2.8. the Contractor shall prepare a detailed written record of all conferences and meetings with representatives of Post related to the project. The Contractor shall also document telephone conversations in which decisions affecting the project are made. The Contractor shall submit one copy of these records to the Contracting Officer's Representative (COR) within five days of the event. The written format established by the Contractor for these records will be subject to the approval of the COR. Each record shall conclude with the following statement: "The matters reported in this document are considered by the Contractor to be within the scope of this contract as presently priced, except for items

B.2.2.9. the Contractor shall provide designs that are cost-effective as to usable space and that provide maximum flexibility for future uses. The Government will exercise particular care in consideration of these requirements in the design review and approval process.

B.2.3.0 Site Access:

Upon notification of contract award, the contractor shall:

B.2.3.1 Provide INL with work schedule and access needs in order to complete the site investigation within 30 days of contract award.

B.2.3.2 Coordinate with GDPDC and INL project COR for access to the site.

- B.2.3.3 Provide INL and GDPDC 24 hours-notice of changes to scheduled work activities and communicate on a daily basis with the designated representative from the GDPDC prison officials to coordinate scheduled work activities
- B.2.3.4 Comply with all GDPDC security requirements for access into the secure perimeter of the prison.
- B.2.3.5 Comply with GDPDC internal security protocol while performing testing under the terms and conditions of this task order.
- B.2.3.6 Be responsible for vetting and badging employees for gaining access into the prison compound.
- B.2.3.7 Ensure that employees are not allowed to walk outside their designated work area without a prison escort.
- B.2.3.8 Comply with all direction by the prison officials during an institution emergency (i.e. escapes, fire, work stoppages, etc.)
- B.2.3.9 The Contractor shall provide all required documentation and identification for all personnel, materials, tools, equipment and vehicles entering or exiting the prison facility to complete all work delineated herein.
- B.2.3.10 All Contractor personnel shall wear readily visible identification and clothing that will easily distinguish them to prison guard force as construction personnel.
- B.2.3.11 The contractor shall organize with GDPDC and arrange all facilities to all personnel entering or exiting to the prison during construction period.

B.3.0. Specific requirements:

B.3.1. Geotechnical test and reporting:

The Contractor shall obtain soil exploration, testing and evaluation from a professional geotechnical engineer. Determine the extent of exploration and testing based on recommendations with the geotechnical engineer, structural engineer (for foundations), civil engineer (for pavements, wells, septic systems, etc.), local storm water permitting agency (if applicable for detention ponds), and Government reviewers. Soils investigation (sampling, testing and evaluation) must be in accordance with UFC 3-220-01.

B.3.2. Geotechnical inspection and testing of the area designated for installation of the treatment system. (Attachment 1)

- B.3.2.1. Geotechnical investigation shall include but is not limited to the following: 8.1.2.1. Specific gravity of soil solids (ASTM D 854)
- B.3.2.2. Grain size analysis (ASTM D 422)
- B.3.2.3. Unconfined compressive strength of cohesive soil (ASTM D 2166)
- B.3.2.4. Direct shear tests (ASTM D 3080)
- B.3.2.5. Standard penetration tests (ASTM D 1586) or EPA
- B.3.2.6. Standard Test Method for Infiltration Rate of Soils (soil percolation test) (ASTM D3385-09)
- B.3.2.7. Laboratory compaction characteristics using modified effort (ASTM D 1557)

B.3.3.0. Identify soil classification (USCS) (ASTM D2488).

- B.3.3.1. Topographic survey of the existing site.
- B.3.3.2. Investigative properties and compaction testing of the soil
- B.3.3.3. Investigate existing leach field(s) soil and prepare report with specific recommendations for removal of existing contaminated soils
- B.3.3.4. Investigate and report on the condition of existing septic tank(s) in the leach field area

B.3.4.0 Site Survey/Plan:

The contractor shall prepare a survey for the proposed construction area. (Attachment 1.1) The site survey shall include the following:

B.3.4.1. Existing waste water discharge point from the prison perimeter wall

B.3.4.2. Existing Staff Barracks WWTF limits

B.3.4.3. Roads and sidewalks

B.3.4.4. Drainage ditches

B.3.4.5. Existing structures located within the building area

B.3.4.6. Force protection structures/Guard stations

B.3.4.7. Generator facilities

B.3.4.8. Visible and underground utilities

B.3.4.9. Overhead obstructions

B.3.4.10. Any and all standard survey requirements for a WWTF

B.3.5.0 Existing waste water delivery systems:

B.3.5.1. Contractor shall include a detailed plan for the connection point of the existing discharge system and the new treatment system

B.3.5.2. Contractor shall include detailed elevation plans for the existing discharge system and the connection point to the new treatment system

B.3.5.3. Contractor shall propose remediation, removal or reuse of existing septic tank(s)

B.3.5.4. Contractor shall take special care and attention to not encroach or negatively impact the performance of the existing Staff Barracks WWTF system

B.3.6.0. System design criteria:

B.3.6.1. The approved system shall provide treatment of black and gray water for a maximum of 12,000 prison inmates and GDPDC staff members

B.3.6.2. The system design package shall be based on International waste treatment standards and codes - *See 8.5 and References 14*

B.3.6.3. Effluent discharge plan shall include plan to use effluent for irrigation during growing season and diversion to the nearest receiving stream

B.3.6.4. Effluent discharge must meet the World Health Organization standards and United States EPA (Environmental Protection Agency) standards for effluent discharge

B.3.6.5. The system shall be designed with a useful lifespan of 40 years

B.3.6.6. The contractor shall provide complete structural, electrical, and mechanical design calculation for all parts and assemblies of the new WWTF

B.3.6.7. Contractor shall provide design documents according to Table 8.1

B.3.6.8. The Influent, physical, biological and chemical design load characteristics and criteria shall meet all specifications and codes - *See 8.5 and References 14*

B.3.6.9. The treatment facility structures, mechanical, electrical, plumbing, and mechanical equipment shall be designed to withstand and survive damage from a one hundred (100) year flood

B.3.6.10. The facility structures, mechanical, electrical, plumbing, and mechanical equipment shall be designed to withstand seismic activity in accordance with the Seismic Zones 2 through 4 and per International Building Code/International Code Council (IBC/ICC) Seismic design categories and codes

B.3.6.11. All plants and equipment shall be provided with an alternate source of electric power or pumping capability to allow continuity of operation during power failures and scheduled service or maintenance shutdowns

B.3.6.12. The contractor shall provide effective safety measures for all personnel and visitors as per OSHA safety standards.

B.3.6.13. System design shall specify regular analytic tests required to determine operational efficiency. Such as PH, Oxygen etc.

B.3.6.14. System design shall include a “pre-screen” system to remove debris, garbage, and non-treatable items before entering the treatment system.

8.3.6.15. The design and product shall be compatible with the environment and existing proposed facilities

The designer shall propose a treatment system that meets the following criteria:

B.3.6.16. Requires minimum maintenance procedures to maintain operation

B.3.6.17. Requires minimal spare parts and equipment

B.3.6.18. Can be maintained with spare parts and equipment that is readily available locally

B.3.6.19. Provide a contingency plan for successful delivery of critical facility components in the event of a system malfunction or shutdown

B.3.6.20. Operations and maintenance training processes can be easily grasped by GDPDC staff

B.3.6.21. Operational flexibility allowing for the bypass of process units and controls in the event of plant shutdown

B.3.6.22. Provide a labor pool of skilled WWTF operators that are readily available and in close proximity to system location

B.3.6.23. The designer shall provide specific examples of these design factors and the successful operation of the proposed system in other third world country installations

B.3.6.24. Design of the system is not limited to the preceding criteria. The contractor is encouraged to propose designs and/or systems that will effectively and efficiently meet the capacity to use, maintain, and meet the needs of the user

B.3.7.0 Design Specifications:

The system design shall also comply with, but is not limited to, the following specifications and codes:

B.3.7.1. UFGS – United Facilities Guide Specifications

B.3.7.2. UFC – United Facilities Criteria

B.3.7.3. IBC – International Building Code

B.3.7.4. International Code Council

B.3.7.5. USEPA – United States Environmental Protection Agency

B.3.7.6. NEC 2011 – National Electrical Code

B.3.7.7 IMC 2012 – International Mechanical Code

B.3.7.8. IPC – International Plumbing Code

B.3.7.9. NFPA 70

B.4.0. Submittals/Deliverables:

B.4.1. Submittal requirements for this design contract shall be as follows:

<u>Description</u>		<u>Quantity</u>	<u>Submission Date</u>	<u>Deliver To</u>
Site Inspection and Access Schedule	100%	2 sets A3 and 2 electronic disk files in DWG and PDF	Contract Award plus 30 days	CO and COR US Embassy Kabul
Preliminary design report/Prelimin	10 % complete	2 sets A3 and 2 electronic disk files in DWG and PDF	DNTP plus 30 days	CO and COR US Embassy Kabul

ary Site Plan /Site survey				
Concept Design	35% complete	2 sets A3 and 2 electronic disk files in DWG and PDF	DNTP plus 60 days	CO and COR US Embassy Kabul
System Design Package	65% complete	2 sets A3 and 2 electronic disk files in DWG and PDF	DNTP plus 90 days	CO and COR US Embassy Kabul
System Design Specifications/Equipment Cut Sheets/ Construction Submittal Schedule	65% complete	2 sets A3 and 2 electronic disk files in DWG and PDF	DNTP plus 90 days	CO and COR US Embassy Kabul
Test and Commission Procedures Manual	50% Complete	3 sets A3size and three electronic disk files in Word and PDF	DNTP plus 120 days	CO and COR US Embassy Kabul
Operations and Maintenance Procedures Manual	50% Complete	3 sets A4 size and 2 electronic disk files in Word and PDF	DNTP plus 120 days	CO and COR US Embassy Kabul
System Design Package	99% complete	2 sets A3 and 2 electronic disk files in DWG and PDF	DNTP plus 150 days	CO and COR US Embassy Kabul
Clear for construction design documents/Final Site Plan	100% complete construction documents	2 sets A3 and 2 electronic disk files in DWG and PDF	DNTP plus 170 days	CO and COR US Embassy Kabul
System Design Specifications/Equipment Cut Sheets/ Construction Submittal Schedule	100% complete	2 sets A3 and 2 electronic disk files in DWG and PDF	DNTP plus 170 days	CO and COR US Embassy Kabul
Test and Commission Procedures Manual	100% Complete	3 sets A4 size and two electronic disk files in Word and PDF	DNTP plus 170 days	CO and COR US Embassy Kabul
Operations and Maintenance Procedures Manual	100% Complete	3 sets A4 size and two electronic disk files in Word and PDF	DNTP plus 170 days	CO and COR US Embassy Kabul

Design package submittals shall include:

B.4.2. Title page

B.4.3. Site plan/ detailed area map

B.4.4. Drawing index

B.4.5. Plan, elevation, isometric, and section views that illustrate all required demolition activities

B.4.6. Conceptual plan in accordance with the treatment calculations to service the prison population maximum 12,000

B.4.7. Plan, elevation, isometric, and section views that illustrate the design of the proposed new system

B.4.8. Floor plans @ 1:100 scale

B.4.9. Security features

B.4.10. Key plans @ 1:50 and 1:20 scale

B.4.11. 99% design submission shall include a comprehensive project description

B.4.12. 99% design submission shall include a comprehensive report on energy usage requirements for the system

B.4.13. 99% design submission shall include a comprehensive quality management and scheduled maintenance report for the system

B.5.0 Testing and Commissioning Support:

B.5.1. The design contractor shall support the successful construction contractor in the testing and commissioning of the system at the project conclusion and system start-up.

B.5.2. The design contractor shall develop and deliver a Testing and Commissioning procedures manual for the system start-up process.

B.6.0. Operations and Maintenance Support:

B.6.1. The design contractor shall provide the following O & M support:

B.6.2. Develop the O&M training manual for the WWTF system

B.7.0. Contract General Conditions:

B.7.1. The contractor shall attend the INL sponsored site visit prior to submitting a proposal. The site visit will be held on **March 09, 2015**

B.7.2. Additional procedures shall be submitted to the CO in approved RFI format for formal response to all bidders, a minimum of two weeks before proposal due date.

B.7.3. The CO/COR shall not accept RFI's on the design solicitation after **TBD** date – two weeks prior to proposal due date.

B.7.4. The contractor shall identify to the Contracting Officer contact details for the following project management personnel:

B.7.4.1. Project Manager

B.7.4.2. Project Engineer (Geotechnical)

B.7.4.3. Project Engineer (Structural)

B.7.4.4. Project Engineer (Civil)

B.7.4.5. Project Engineer (Mechanical)

B.7.4.6. Quality Control/Environmental Officer

B.7.5. The contractor shall provide, with the proposal, the following information on for all project management team member submitted:

B.7.5.1. Updated resume or CV

B.7.5.2. Relevant work history, including references and contact information (email and phone contact details)

B.7.5.3. Relevant work history, minimum five years verifiable work experience within engineering discipline submitted

B.7.6. The contractor shall identify by name one Project Manager (PM) to oversee the entire design package of the WWTF system

B.7.7. The PM shall meet the following requirements:

B.7.7.1. Produce all contract documents and reports.

B.7.7.2. Have a minimum ILR (Interagency Language Roundtable) Level 3 English, speaking and writing language proficiency.

B.7.7.3. Possess the ability to produce clear and concise design progress reports.

B.7.7.4. The approved PM shall be the POC for all reporting.

B.7.8. The contractor shall coordinate access to the compound with INL and GDPDC prison management

B.7.9. The contractor will be responsible to provide project staff background information for vetting and badging

B.7.10. Contractor will develop a site work plan to manage project staff access on the prison compound

B.7.11. The contractor shall notify the COR, in writing, 24 hours before any slippage in the design schedule or delay in submittal delivery.

B.7.12. The contractor shall immediately inform the CO and COR of any situation which could potentially expose the US Government to claim action from the contractor.

B.7.13. Monitor and review contract site conditions to identify potential unsafe practices and security concerns. When conditions of concern are observed, report conditions to the CO and COR.

B.7.14. Contractor shall coordinate with the CO, COR, Project Manager, and other members of the INL staff to achieve the highest possible priority and effectiveness in meeting the scope, schedule, and cost goals of the design projects.

B.7.15. The design contractor shall make the design staff available to INL and the WWTF construction contractor to consult and clarify design questions for the duration of the construction project. Design questions during construction phase shall be submitted in standard RFI format.

B.8.0. References:

B.8.1. EPA 625/1-80-012, Design Manual: On-Site Wastewater Treatment Systems, October 1980

B.8.2. EPA 832-B-03-001, Guidelines for Management of Onsite/Decentralized Wastewater Systems, 2003

B.8.3.EPA Onsite Treatment Systems Technology Fact Sheet 11 (TFS-11), Recirculating Sand/Media Filters

B.8.4.EPA Onsite Wastewater Treatment Systems Technology Fact Sheet 10 (TFS-10), Intermittent Sand/Media Filters

B.8.5.EPA-625/1-81-013, Land Treatment of Municipal Wastewaters Process Design Manual, 1981

B.8.6.EPA-625/1-83-015, Design Manual for Municipal Wastewater Stabilization Ponds, October 1983

B.8.7.EPA-625/R-00/008, Onsite Wastewater Treatment Systems Manual, February 2002

B.9.0. Definitions:

- INL – International Narcotics and Law Enforcement
- GDPDC - Afghan General Directorate of Prisons and Detention Centers
- CSSP - Corrections System Support Program
- MoI - Ministry of Interior
- WWTF – Waste Water Treatment Facility
- T&C – Testing and Commissioning
- O&M – Operations and Maintenance
- USCS – Unified Soil Classification System
- ASTM – American Society for Testing and Material
- A&E - Architectural and Engineering
- CO – Contracting Officer – US Government official with the legal authority to enter into, administer, modify, and/or terminate contracts. The CO's warrant designates responsibilities and limits.
- COR - Contracting Officer's Representative – The designee of the project Contracting Officer. COR's authorized to monitor and enforce the contract but not make changes to the contract.
- FAR - Federal Acquisition Regulation
- INL-K/E - International Narcotics and Law Enforcement – Kabul – Engineering
- USEPA – United States Environmental Protection Agency

SECTION C - PACKAGING AND MARKING

Packaging and marking shall follow commercial practice.

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

The Contractor shall ship drawing in 2 sets A3 and 2 electronic disk files in DWG and PDF

The Contractor shall address letters and all deliverables as listed below:

INL Engineering section, U.S. Embassy, The Great Massoud Road Kabul, Afghanistan

SECTION D - INSPECTION AND ACCEPTANCE

D.1.0. 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 Design Quality (DQA).

The Contractor's key individual responsible for quality of design is [*Note to Contracting Officer: insert name*]. The Contractor's key individual responsible for quality of documentation is [*Note to Contracting Officer: insert name*]. If a key individual (see D.3 below) needs to be replaced during performance of this contract the contractor shall submit a resume for a replacement to the COR for approval.

D.2.0. 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.

D.3.0. QUALITY PROGRAM REQUIREMENTS FOR DESIGN CONTRACTS

The Contractor shall prepare and implement (based on approval by the Government), a Quality Assurance and Control Plan. The Contractor shall address the following areas in the plan:

D.3.1. Organizational Structure. 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 persons responsible for interface with the Government.

D.3.2. Document Control. The program must ensure that documents, including changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. Persons responsible for reviewing, approving, and releasing documents and revisions must be identified.

D.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.

D.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.

D.3.5. Quality Assurance Reporting. The Contractor shall prepare a Design Quality Assurance (DQA) report to be submitted as part of the. This report shall identify the DQA procedures used to review drawings and data for these submissions. This report shall also identify steps taken to coordinate all drawings and documents prepared by the Contractor and subcontractors. The report shall include:

1. DQA status of the project;
2. Significant program problems and their solutions/corrective actions;
3. Organization and key personnel changes, as required.

D.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.

D.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.

SECTION E - DELIVERIES OR PERFORMANCE

E.1.0. PERIOD OF PERFORMANCE

The contractor shall complete all work required by this contract within the period indicated in Delivery Schedule. This period includes up to 1 month (30 calendar days) for Government review and approval for each deliverable item required by the contract.

E.2.0. CONTRACTOR DELAYS

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

E.3.0. DELIVERY SCHEDULE

The Contractor shall deliver the items listed in Section A on the following delivery schedule:

Item No.	Description	Days after effective date of order*
1	35% Construction Documents	63 calendar days from DNTF
2	60% Construction Documents	45 calendar days after 35% Submission
3	100% Construction Documents	36 calendar days after 60% submission
4	Final Construction Design Documents	36 calendar days after 100% submission
5	Monthly Progress Reports	<i>Monthly</i>
6	Design Quality Assurance and Control Plan	180 days

***180 days.**

E.4.0. DELIVERABLES

E.4.1. The Contractor shall deliver design submittals to the COR at the following address: ***INL Engineering section, U.S. Embassy, The Great Masood Road Kabul, Afghanistan***]

E.4.2. Delivery of monthly reports shall be as follows: Three (3) copies to the COR at the following address: ***INL Engineering section, U.S. Embassy, The Great Masood Road Kabul, Afghanistan***

E.4.3. All delivery charges shall be prepaid by the Contractor.

E.5.0. MONTHLY PROGRESS REPORT

The Contractor shall submit monthly progress reports by the tenth calendar day of each month during this contract. Reports shall be in letter format and contain information relevant to this project, including, but not limited to:

- accomplishments during the previous month
- anticipated accomplishments for the next month
- pending problems and possible or proposed solutions
- questions that require answers or directions from the Post
- any pending Government review comments regarding the Contractor's Design submittals
- any proposed design change orders that have not been executed
- any other pertinent information required to report the progress of performance under this contract.

SECTION F - CONTRACT ADMINISTRATION

F.1.0. 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 [*Note to Contracting Officer: insert job title of COR*].

F.1.1. Duties

The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, inspection, and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. In no instance is the COR authorized to alter the contract's terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

F.2.0. INVOICING AND PAYING INSTRUCTIONS

F.2.1. The Contractor shall submit invoices in the original and three copies to the designated billing address indicated in this contract. The COR will determine whether the invoice is complete and proper as submitted. The COR also will determine whether billed services have been satisfactorily performed and whether reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, ask the Contractor to submit a revised invoice.

F.2.2. The Contractor shall specifically identify its 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 shall 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, contact the COR.

F.2.3. 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 listed in Section A shall be made in accordance with FAR 52.232-1, "Payments." For reimbursable expenses listed in Section G, payment shall be made after an acceptable invoice has been submitted by the Contractor. The Contractor shall mail invoices to:

Kabul INL Accountants, email: KabulINLAccountingTeam@state.gov
Invoices shall reflect the contract number and the name of the COR.

F.2.4. The Contractor shall not be eligible to receive payments for any subsequent deliverables until the Government has accepted the previous deliverables.

SECTION G – SPECIAL TERMS AND CONDITIONS

G.1.0. SECURITY

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

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

G.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 is prohibited without the express written approval of:

**U.S. EMBASSY
Kabul Afghanistan,
The Great Massoud Road Kabul, Afghanistan**

G.1.3. 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.

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

G.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.

G.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.

G.1.7. The Department reserves the right to demand retention of all copies of photographs and negatives.

G.3.0. CONSTRUCTION COST ESTIMATING

G.3.1. The Contractor shall prepare detailed bill of quantity (BoQ) and estimates of the cost of construction and these shall be marked as "Source Selection Information". The Contractor shall safeguard the confidentiality and prevent unauthorized distribution of these estimates.

G.3.2. The Contractor shall prepare construction cost estimates with the same attention to detail as if the Contractor were bidding on the project as a construction contractor. The Contractor shall base estimates 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 construction contract documents and procedures used by the Department of State.

G.3.3. The Contractor shall provide estimates of the cost of construction of the facilities described in the Scope of Work with each of the 35%, 60%, and 100% Construction Documents submittals. These estimates shall indicate the anticipated cost of construction of the facilities in the country and locale where such facilities are to be built at the estimated midpoint of construction in **USD**. Approval to proceed with subsequent phases will not be granted until all budgetary issues are resolved. See "Design-to-Budget" and Section H, clause 52.236-22 titled "Design within Funding Limitations" for the estimated construction contract price and additional information on the use of construction cost estimates.

G.3.4. The Contractor shall allocate the total projected costs among the 16 divisions contained in the Construction Specifications Institute (CSI) format (see model construction solicitation). The Contractor shall furnish price lists comparing available foreign materials to equivalent U.S. materials, if known, that may be used in construction. The Contractor shall identify any contingencies for each division.

G.3.5. The Contractor shall furnish quantities and pricing data for each section within each division showing labor, materials, overhead, and profit. 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 construction. If the Contractor has specified a foreign material and there is no comparable U.S. material, the Contractor shall identify the material and the price of the foreign material used.

G.3.6. The Contractor shall compare these estimates to the design-to-budget amount and confirm that the facilities as designed can be constructed in the designated locale within the budgeted amount. The Contractor shall promptly advise the Contracting Officer whenever it may know, or have reason to believe, that the estimated cost of construction for the facilities being designed will exceed or is likely to exceed the design-to-budget cost.

In addition to the clause of FAR 52.236-22, if at any time it is determined that the estimated cost of construction 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 construction to an amount that is within the design-to-budget amount. The Contractor shall perform redesign and other services 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 construction exceeds the design-to-budget amount for reasons beyond the reasonable control of the Contractor.

G.5.0. 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.

G.6.0. 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.

G.7.0. NOTIFICATION OF CHANGES

G.7.1. This clause applies to changes other than changes directed by the Government pursuant to the contract clause titled "Changes - Fixed Price (AUG 87) Alternate III (APR 1984)."

G.7.2. Definitions. "Contracting Officer," as used in this clause, does not include representatives of the Contracting Officer.

G.7.3. 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.

G.7.4. 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, notices shall be given in the manner provided.

G.7.5. 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 -

- (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.

G.7.6. 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.

G.7.7. 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.

SECTION H - CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses (please note these addresses are subject to change):

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

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 the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (48 CFR Ch. 1) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUL 2013
52.204-7	SYSTEM FOR AWARD MANAGEMENT JUL 2013
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(a) Definition. “Commercially available off-the-shelf (COTS) item,” as used in this clause--

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceed \$30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

- 52.213-2 INVOICES [If order is for subscriptions with advance payments.] APR 1984
- 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JULY 2014)
- 52.217-6 OPTION FOR INCREASED QUANTITY [IF ORDER CONTAINS OPTIONS WHERE THE QUANTITY IS EXPRESSED AS A PERCENTAGE OF THE BASIC ORDER QUANTITY OR AS AN ADDITIONAL QUANTITY OF A SPECIFIC LINE ITEM.] MAR 1989
- 52.217-8 OPTION TO EXTEND SERVICES [IF ORDER IS FOR SERVICES AND CONTAINS OPTIONS.] NOV 1999
- 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT [IF ORDER IS FOR SERVICES AND CONTAINS OPTIONS). FILL-IN FOR PARAGRAPH (A): “THE PERFORMANCE PERIOD OF THE ORDER OR WITHIN 30 DAYS AFTER FUNDS FOR THE OPTION BECOME AVAILABLE, WHICHEVER IS LATER”; FILL-IN FOR PARAGRAPH (C): ____ (INSERT TIME FRAME).] MAR 2000
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)

- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

- (i) The United States Government's zero tolerance policy described in paragraph
- (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND
TRANSLATION OF CONTRACT (FEB 2000)

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.3 of location is danger zone.]

52.227-14 RIGHTS IN DATA – GENERAL [If order involves the production, furnishing or acquiring of data.] MAY 2014

52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

[Note to Contracting Officer: see instructions on whether to also include FAR

52.228-3, Workers' Compensation Insurance (Defense Base Act) (JULY 2014).]

52.228-4 WORKERS' COMPENSATION AND WAR HAZARD INSURANCE
OVERSEAS (APR 1984)

52.229-6 TAXES - FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

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

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-1 PAYMENTS (AUG 1984)

52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER
CONTRACTS (APR 2010)

52.232-11 EXTRAS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS MAY 2014

52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER
CONTRACTS (JULY 2013)

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

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

52.233-3 PROTEST AFTER AWARD (AUG 1996)

- 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
- 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
- 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.237-11 ACCEPTING AND DISPENSING OF \$1 COIN [For services that involve business operations conducted in U.S. coin and currency, including vending machines.] SEP 2008
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.242-17 GOVERNMENT DELAY OF WORK [For supplies.] APR 1984
- 52.243-1 CHANGES – FIXED PRICE (AUG 1987) *Alternate III (APR 1984)*
- 52.243-3 CHANGES – TIME-AND-MATERIAL OR LABOR-HOUR (SEPT 2000)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2014)
- 52.245-1 GOVERNMENT PROPERTY [If the Department will provide Government property to the contractor.] APR 2012
- 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)
- 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE’S PREMISES [for supplies requiring inside delivery] APR 1984
- 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation clause(s) (DOSAR) is/are incorporated by reference (48 CFR Ch. 6):

- 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
- 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE [for services where performance will be on-site in a Department of State facility] APR 2004
- 652.239-71 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES [for orders that include information technology resources or services in which the contractor will have physical or electronic

- access to Department information that directly supports the mission of the Department] SEP 2007
- 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE [if a COR will be named for the order, fill-in for paragraph b: "The COR is _____".] AUG 1999
- 652.242-71 NOTICE OF SHIPMENTS [for overseas shipment of supplies] JUL 1988
- 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)
- 652.243-70 NOTICES (AUG 1999)

(End of clause)

652.228-71 Worker's Compensation Insurance (Defense Base Act) - Services.

As prescribed in 628.309-70(b), insert the following clause:

WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (JUN 2006)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is [contracting officer insert rate] of compensation for services.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any

reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

(i) Contract number;

(ii) Name of Contractor;

(iii) Brief description of the services to be provided under the contract and country of performance;

(iv) Name and position title of individual(s);

(v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);

(vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

Alternate I. (MO/YR) If the contract is for construction, as prescribed in 628.309-70(b), substitute the following paragraph (c) for paragraph (c) of the basis clause:

(c) The current rate under the Department of State contract is [contracting officer insert rate] of compensation for construction."

(End of clause)

SECTION I - LIST OF ATTACHMENTS

EXHIBIT A - STATEMENT OF WORK

EXHIBIT B - GENERAL PLAN

EXHIBIT B – PRE QUALIFICATION CHECK LIST

SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

J.1.0. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described earlier.

Summary of Instructions

Each quotation must consist of the following:

Volume	Title	No. of Copies*
1	Executed Standard Form SF1442	1
2	Price Proposal	1

Submit the complete quotation electronically to the following Email address:

KabulINLBids@state.gov.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

Volume 2 shall contain:

1. Complete pricing schedules as identified in Section A. The proposed total firm fixed price for all the deliverables shall be broken down in detail to provide all direct costs, such as salaries, fringe benefits, taxes, insurance costs, material costs, administrative overhead and profit.

2. A complete cost breakdown, including professional hours, materials, travel expenses, subcontractor costs, reproduction costs and all other costs related to the design and/or ancillary services required to perform of the work described previously.
3. Hourly rates for each professional category of each required discipline, as well as overhead, G&A, and profit shown as separate items. Submit the same information for any proposed subcontractors.
4. A copy of the most recent audit performed on the company's accounting system by an independent auditor or by a Government agency.
5. A copy of the firm's financial statement.
6. A copy of liability insurance policy covering errors and omissions.

J.2.0. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses (please note these addresses are subject to change): <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provision(s) is/are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.214-34	SUBMISSIONS OF OFFERS IN THE ENGLISH LANGAUGE (APR 1991) Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS
(JAN 2004)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on 03/09/2015 at 10:00 AM at Policharkhi Prison. Prospective offerors/quoters should send their company personal details (Name, Title, Mobile# and ID) who will attend the site visit to KabulINLprocurement@state.gov or KabulINLBids@state.gov by COB Sunday March 01, 2015 to arrange entry to the site.

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation with additional services under a Time-and-Materials basis.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

SECTION K - EVALUATION CRITERIA

K.1.0. EVALUATION PROCESS

The Government will select an architectural and engineering contractor following Subpart 36.6 of the Federal Acquisition Regulation. The Government will evaluate the quotation submitted in response to this solicitation. Award will be based on whether the U.S. Government is able to negotiate a fair and reasonable price for these services.

If a mutually satisfactory price cannot be negotiated, the Contracting Officer shall notify the quoter that negotiations have been terminated. The Contracting Officer shall then initiate negotiations with the next firm on the final selection list. This procedure shall continue until a mutually satisfactory contract has been negotiated. If negotiations fail with all selected firms, the Contracting Officer shall refer the matter to the selection authority who, after consulting with the Contracting Officer as to why a contract cannot be negotiated, may direct the evaluation board to recommend additional firms.

K.2.0. FIRM FIXED PRICES

The Offeror shall propose firm fixed prices for the deliverables listed in Section A and fixed loaded hourly rates for additional services. Proposals that do not include firm fixed prices cannot be evaluated and will be rejected.

K.3.0. SEPARATE CHARGES

Separate charges, in any form, are not solicited. The Government shall not be obligated to pay any charges other than the contract price.

K.4.0. 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER

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

(a) The offeror certifies that -

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

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

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

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

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

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

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

L.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)
	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

(End of provision)

L.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541310 and 541330**.

(2) The small business size standard for **is \$7 million dollars (541310), and \$14 million dollars (541330)**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) apply.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I apply.
 - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer Check as appropriate.*]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

L.4 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone No.:	

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

L.5 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of [*Note to Contracting Officer: insert country of performance and check the appropriate block below.*]

- Workers' compensation laws exist that will cover local nationals and third country nationals.

- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.