

CONSTRUCTION UNDER \$150,000
Request for Quotations (RFQ) for Construction under \$150,000

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Model Contract

UPDATES TO THE MODEL

03/22/13 – Update FAC 2012-18

02/01/2013 – Update required by FAC 2005-60 thru 63 (52.204-8 and 52.225-25)

09/10/2012 – Update required by PIB 2102-16, 17 and 18

05/25/12– Updates required by FAC 56-59 (no update needed PIB 2012-11 and -10)

02/22/12 – Updates per FAC 2005-55 (52.204-8 and 52.213-4)

12/23/2011 – Update FAC 2005-54 (52.204-08 and 52.225-25)

07/20/2011 – Updates required by DOSAR (652.204-70; 652.237-71); Updates required by FAC 2005-53 (52.213-4; 52.223-18)

07/06/11 – Update FAC 2005-52 (52.213-4)

04/06/2011 – Update FAC 2005-48, 49, and 51

02/28/2011 – Correction to update required by FAC 2005-47.

2/23/2011 – No update required for 52.209-9

1/24/2011 – Updated per FAC 47-48 and PIB 2011-3; 52.204.9

10/20/10 – Updated 52.213-4, added 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAC 2005-45 update all required FAR clauses

07/22/10 -- FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 update to (52.245-9, 52.213-4)

07/01/10 – Update FAC 2005-42 (52.213-4)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

03/29/10- No change required by FAC 2005-39; FAC 2005-40 has the following changes:
(52.244-6)

01/11/10 – Change required by FAC 2005-38 (52.213-4)

10/22/09 – Changes reqd by FAC 2005-37 (52.213-4)

08/27/09 – Changes required by FAC 2005-35 & 36 (52.212-3, 52.222-19, 52.228-11, 52.244-6)

08/14/09 – No Change required by FAC 2005-34

07/21/09 – 652.228-74. Updated DBA rates.

06/26/09 - No Change required by FAC 2005-32-33

05/08/09 – Change required by FAC 2005-31 (52.213-4)

03/10/09 - Change required by FAC 2005-29 and 30 (52.222-50, 52.244-6, 52.204-8)

03/10/09 - Change required by FAC 2005-29 and 30 (52.213-4)

12/19/08 – FAC 2005-28 (52.213-4 and 52.244-6)

10/07/2008 – Change required by FAC 2005-27 (52.213-4, 52.232-27)

07/25/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/07/08 – Update reqd by FAC 2005-26 (52.225-13)

6/03/08 – Updated per FAC 23-25 (52.222-19, 52.213-4)

5/30/08 – Added instructions to add 52.222-19 if danger post

1/30/08 – No update required by FAC 2005-23; updated DBA in 652.228-74

12/05/07 – Change required by FAC 205-21 & 22

09/20/07 - No update required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.213-4)

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71) and add DOSAR 652.228-70

07/17/07 – Change required by FAC 2005-18 – no change required

07/10/07 – Changes required by FAC 2005-17 (52.243-4, 52.245-9, 52.249-14)

06/05/07 – To delete the second reference to barchart listed in (4) under volume II.

03/26/07 – Changes required by FAC 2005-16 (52.213-4, 52.244-6)

12/15/06 – No change required by FAC 2005-15.

12/13/06 – No change required by FAC 2005-14.

12/07/06 – Changes required by FAC 2005-13 (52.209-6, 52.213-4 and 52.244-6)

08/03/06 – Change to FAR internet reference; no update required for FAC 2005-12

7/21/06 – Update 652.228.71; no change required by FAC 2005-11

7/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

6/20/06 – Change required by FAC 2005-09 (52.204-8, 52.204-9, 652.237-71, 52.222-50)

2/15/06 – Change required by FAC 2005-07 (update FAR 52.213-4, 52.225-13, 52.244-6, 52.204-8)

1/19/06 – Change required by FAC 2005-8 (FAR 52.213-4 to Jan 2006)

12/14/05 – Change to date of 52.244-6 to reflect that change in FAC 2005-1 was only to clause prescription

10/27/05 Change for FAC 2005-6 (52.232-27)

8/19/2005 Change for FAC 2005-05 (AUG 2005)

6/28/2005- Changes required by FAC 2005-4 (52.213-4 update)

5/13/2005 – Changes required by FAC 2005-3 (52.213-4 update)

5/2/2005 – Created Section L, Reqs and Certs

4/8/2005 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

2/17/05 – Updated 52.209-6, 52.213-4, 52.244-6

11/02/2004 – Updated 52.213-4 for FAC 2001-25

10/07/04 – Updated to cover new DBA

9/8/04 – Updated 52.219-1, located in instructions, to include correct NAICS codes.

07/06/2004 – Updated 52.213-4 & 52.244-6 FAC 2001-24

06/30/2004 – Update 52.213-4 & 52.219-1 FAC 2001-23

04/16/04 – No revision required for FAC 2001-21; updated for FAC 2001-22 (FAR 52.213-4 and 52.249-2).

1/29/04 - No change for FAC 2001-17, changes for FAC 2001-18 (update 52.215-1) and changes to FAC 2001-19 (update 52.213-4, 52.222-19)

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- A/OPE has prepared a model competitive RFQ for use on construction projects for which the price will not exceed \$150,000 and do not involve technical security requirements. Post should use a solicitation model for construction projects over \$150,000. These documents may be used by post for construction (such as alterations, additions, and repairs of existing buildings, and for construction of small projects under 6 FAM 760 such as storage and maintenance buildings, staff quarters, commissaries, etc.).
- Bonding. FAR 28.102-3 says that bonds are optional under simplified acquisitions. However, some form of security is required, such as FAR 52.228-13 Alternative Payment Protection, for acquisitions between \$25,000 and \$150,000. A performance or payment bond, cash security, bank letters of guarantee, may be required to ensure that the contractor will in fact commence and complete work as specified in the purchase order.
 - A performance bond is an undertaking by a financial institution such as an insurance company to guarantee that the contractor will complete the purchase order, up to the face limit or penal sum of the bond. In the United States, performance and payment bonds for 100% of the contract price each are common, and on major OBO projects, bonds each totaling 50% of the contract price are required. We recommend using only one form of security for projects under the simplified acquisition threshold (\$150,000), for 50% of the purchase price.
 - In the model RFQ, a 50% performance bond is required (although there is no requirement for a payment bond). If a contractor defaults on an \$80,000 project, the surety will be liable for up to \$40,000. Typically, the penal sum of the bond is reduced dollar for dollar by any amounts paid by the Government. A higher amount will protect the Government for a longer period of time, but will be more costly.
- Cover Sheet. The cover sheet is the SF 18 - Request for Quotations or SF 1442, Solicitation, Offer, and Award (Construction, Alternation, or Repair). If using the SF 1442, type "RFQ" in block #2)
- Purchase Order Requirements. The Contracting Officer may need to add sections to this model, or fill-in data in existing sections, that will vary by location and project type. These are:
 - Bond or Alternate forms of security requirements
 - Insurance Requirements
 - Government furnished materials and equipment
 - Scheduling and sequencing requirements
 - Temporary utilities and facilities
 - Limitations on access to site (vehicular and pedestrian, badges required, etc.)

- Working hours and conditions
- Safety and accident prevention requirements

Contract Commencement (Date of Award or Notice to Proceed)

Date of Award - The Contracting Officer shall insert an appropriate number of days (determined in consultation with the Architect/Engineering Contractor) in block #11 of the Standard Form 1442 and check the first box in block #11 if the Government is prepared to have the work start upon contract award. If the Contractor is required to submit additional information, bonds, or insurance policies after award of the contract, the time period should include an allowance of time to do so, such as an extra five or ten days. Since the "clock" starts running on award of the contract under this method, the contractor is the one who will suffer any delays in mobilizing for the project. The period of performance should always be marked mandatory in Box #11. The Contracting Officer will need to issue a separate Notice to Proceed after approval of the bonds and insurance certificates; however, the performance time period will not be affected by delays in the submission or approval of these documents.

While the SF1442 establishes a number of days for contract performance, a specific contract completion date should be established in Section F, Period of Performance when the contract is ready to be awarded.

Note to Proceed - In some cases, the Contracting Officer will not want to establish a completion date or have the contractor commence work until a Notice to Proceed is issued. This may be because:

- the site is not ready for work to commence,
- time is needed to move personnel to temporary quarters or offices,
- time is needed to schedule delivery of Government-furnished equipment and materials, or
- post needs to schedule the work to be performed with that of another contractor whose work must be finished first.

When the contractor's post-award submittals are critical, the Contracting Officer may also wish to delay commencement until authorization is given through a Notice to Proceed. In these cases, check the second box in #11.

Safety - If US firms are being solicited then 52.223-1 and 52.223-2 must be included

Liquidated Damages. The Contracting Officer should determine whether it is appropriate to include liquidated damages in the solicitation, and if so, will need to establish the amount of liquidated damages. A liquidated damages clause is no substitute for obtaining a realistic and detailed progress schedule from the Contractor before work commences,

and keeping close tabs on progress during construction to make sure that the contractor will be able to complete the work on time.

- The amount of liquidated damages is usually based on an analysis of the costs, which will be incurred by the Government if the facility is not completed on time. For residential or office work, liquidated damages should be roughly equivalent to the costs associated with renting temporary quarters or office space. Liquidated damages should be calculated as a daily rate and may include the cost of Governments' on site staff monitoring the project.

Sample calculation provided below:

Estimated Cost of Renting Temporary Facility:
Estimated OBO on-site staff costs (Direct Labor, Housing, etc.):
Estimated Post staff costs (GSO, Facility Maintenance Mgr, etc.):
Other Direct Costs (cost of rescheduling other Contractors, etc.):
Total _____ : _____
Divide Total by: _____ (Number of Calendar Days Period of Performance)
= _____ Daily Rate of Liquidated Damages

- Site Visit. It may be helpful to conduct a site visit at the project for all firms that were mailed the RFQ. A date and time for this visit would be identified on the cover of the SF18 or cover letter. Make sure this visit is held after the RFQ has been released so that firms have had time to review drawings, specifications, and information relevant to this project and ask questions.
- Award. Use a purchase order form as a cover sheet to make the award or complete Part IV of the SF1442. State the price in both words and figures. The period of performance should show the number of days as well as the month/date/year work is to be completed.
- Always use OPE's most recent contract model. Do not recycle an older version. Contract models are updated with FAR clauses many times per year.
- If you have questions about FAR Provisions and clauses, consult FAR 52.3, the provision and clause matrix, at http://acquisition.gov/far/current/html/52_301Matrix.html. Do not delete any provisions or clauses without talking with your OPE desk officer.
- In the cover letter to the OPE desk officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from OPE's website.
- Instructions for each "[*Note to Contracting Officer*]" have been followed
- Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections, many of which are denoted by "[]"

- REQUIRED – Before sending to OPE for review, all modified clauses are highlighted unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
 - REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
 - Highlights have been removed before issuing solicitation
- Bio-preferred products - If US firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section H.
- Appropriate information has been entered into all blank fields
- Your A/OPE desk officer has approved this solicitation when and where approval is appropriate
- The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you'll have a history of what you've done.
- "Model Updates" at the beginning of this document were deleted before final printing.
- ALL "Tick List and Guidance" comments have been deleted before final printing.
- "[Notes to Contracting Officer]" which are embedded in the model have been deleted before final printing
- Contracting Officer has read the solicitation before it has been submitted to A/OPE/EAD for review.
- Contracting Officer has made sure all A/OPE/EAD comments are incorporated before issuance.
- Contracting Officer has actually read the final solicitation before distribution.
- The solicitation makes sense to both you and your desk officer
- The Proposal due date is at least 30 days after issuance. Also, the CO has ensured this due date does not fall on an Embassy holiday or weekend.
- PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your OPE Desk Officer.
- The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award.

- Contracting officer has negotiated for the lowest priced technically acceptable offer.
- You have coordinated the tasks with the requirements office to ensure all tasks are necessary to include the timing.
- Defense Base Act Insurance clauses reviewed and modified
 - When the contracting officer has a reasonable expectation that no covered contractor employees (see PIB 2009-20 on OPE intranet site for definition of covered versus non covered employees) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the contracting officer shall include the following FAR clause and DOSAR provision in the solicitation:
 - FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. Place in Section H
 - If, in response to the solicitation, any offeror knows that they will employ covered employees, the offeror is required to notify the contracting officer prior to the closing date.
 - The contracting officer shall then amend the solicitation to add a line item in Section A (see sample language in B.2.7 and actual item in B.3.6 of the LGP model).

Also add the following clauses/provisions:

 - FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section H. Incorporate by reference.
 - DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section H. Incorporated in full text. If DOSAR 652.228-71 included delete actual text from paragraphs b, c, d, e and f and mark those paragraphs “reserved per PIB 2012-17”
- Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.
- SECTION K COMPLETED - American Business Sources

- For Section K inserts which follow, you have deleted all instructions such as ***“[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]”***
- All K tick marks such as this one “[]” have been appropriately ticked
- If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
 - If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6.
 - If the above conditions are met, include the following at the end of Section K and number as the next sequential number in the K series.

52.219-1 Small Business Program Representations (Jan 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is :

236220 for Construction Management, commercial and institutional building or Warehouse construction

237310 for Construction Management, highway road, street or bridge

237990 for Construction Management, outdoor recreation facility

236118 for Construction Management, residential remodeling

237110 for Construction Management, water and sewage line and related structures

(2) The small business size standard is 28.5 million dollars.

(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) Representations.

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

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

If US firms are being solicited/awarded a contract the following FAR clause must be provided in full text:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION JUN 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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REQUEST FOR QUOTATIONS - CONSTRUCTION

1 PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit.

_____ Total Price

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

B.1 *GENERAL WORKS*

1. Removal of damaged kitchen cabinets and dishwasher line
2. Fill up existing holes in kitchen
3. Masonry work
4. Painting touch ups

B.2 *PLUMBING*

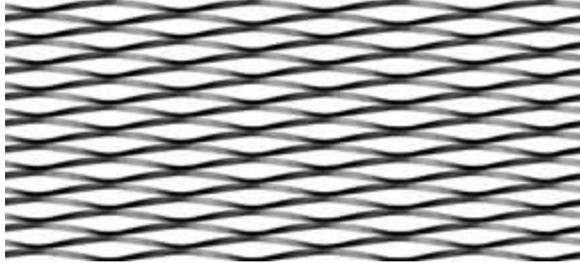
1. Supply and lay of exhaust pipe for the dryer (Ø100 mm), the length must be according to the measurement we will take on the site
2. Supply and lay copper pipe (copper Ø14 mm) from the exits (hot and cold water exits) of the water heater to connect the water heater to the washing machine through two faucets;
3. Supply and lay copper pipe for the distiller as specified during the site visit
4. Supply and install one water heater of 100L in the laundry;
5. Replacement of broken shower heads, paper holders, towels holders and toilet seats (the exact number will be specified during site visit)
6. Supply and lay a gas line to the stove using copper pipe (Ø12 mm); faucets and regulator provided by US Embassy. (the exact length will be specified during site visit)

B.3 *WELDING AND LOCKSMITHS*

1. The Embassy shall furnish the metal grill with the release mechanism but the contractor will:
 - Install the provided egress system
 - Paint of newly installed egress

- Removal debris

2. The contractor will build a metallic child proof fence around the pool. The height must be **1.20 m**. **Using a design similar to the following:**



3. The contractor will build two (2) gates for the pool fence including the locks and hinges.
4. Install secondary fire exits in all bedrooms. The metal security grill on one window per room shall be modified to provide a minimum opening of 0.6 square meter. The cut off section of the metal grille and add hinges to be welded to the existing grille, then install an opening mechanism (provided by Embassy).
5. Stair to loft of master bedroom and upstairs living area

Modify current spiral staircases to comply with USG safety standards.



B.4 *CARPENTRY*

1. Repair sliding glass windows
2. Replace the damaged mosquitoes screen
3. Replace damaged cabinets in the kitchen
4. Install curtain rod and covers above windows and doors (type will be specified during site visit)

B.5 *ELECTRICAL SERVICES*

The contractor must supply and install the items listed below:

1. Supply and install waterproof tube lights 1.2 m (single type) on the perimeter fence working with one switch;
2. A switch for the water heater installed
3. An 8 module box for the new electrical line made up of
 - A Main circuit breaker (specs: 4x50A-300mA, with ground fault detection)
 - 2 breakers of 1 x 32 Amps
 - 1 breaker of 1 x 20 Amps
4. Two 32 Amps waterproof sockets for the washer and the dryer (American type, the Embassy will provide a sample)
5. One waterproof fluorescent tube light (type: double), 1.2 m. for laundry area.

The main wire to supply electricity to the appliances must be a cable of **4 x 6mm²**, and it can be installed from the house's main breaker box (on the top of the main circuit breaker) or from the CIE panel. The laundry (where appliances have been installed) may have its own breaker box.

B.6 *RESPONSIBILITY OF THE CONTRACTOR*

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

Contractor shall be responsible for job site security. The contractor shall submit required personnel information to the embassy and have crews and vehicles cleared for site access prior to project start. This is a non-classified project.

The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Contracting Officer's Representative.

The Contractor shall be and remain liable to the Owner in accordance with applicable law for all damages to the properties caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Owner provided for under this contract are in addition to any other rights and remedies provided by law.

The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the parameter fence. All workmanship shall be of good quality and performed in a skillful manner as determined by the **Contracting Officer's Representative (COR)**.

B.7 SAFETY AND JOB CONDITIONS

This project involves electrical, plumbing, welding and masonry works. Contractor shall abide with basic safety regulations and provide as a minimum the following personal protective equipment

Foot wear

Eye wear for welding

Hard hat

Adequate uniform

Adequate tools for electrical work.

Occupancy: throughout the term of construction the facility is occupied thus conduct work in manner that will minimize need for disruption of office normal operations

B.8 WARRANTY PERIOD

- 1- The works must be guaranteed for one year usage.
- 2- The items supplied must be guaranteed for two years.

B.9 DISPOSAL:

Removed material becomes property of the Contractor. Dispose of all debris related to the work on a daily basis, unless otherwise noted. Do not store debris in the yard.

Transport and legally dispose of material off site. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

B.10 *CLEAN-UP*

During progress of work, remove discarded materials, rubbish, cans, and rags from site at end of each work day. At the completion of the work, remove from the job site all tools, equipment, debris, waste, guardrails and barricades.

C. RESERVED

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 *Substantial Completion*

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance.

Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 *Final Completion and Acceptance*

D.2.1 "*Final completion and acceptance*" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 *Final Inspection and Tests* - The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 *Final Acceptance* - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance)

E - DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within 7 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,

- (c) complete the entire work ready for use not later than 21 calendar days after the date the Contractor receives the notice to proceed.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of \$50 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 5 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or

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

Notice Of Delay - If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours - All work shall be performed during 08:00 – 17:00, Monday through Friday. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Preconstruction Conference

A preconstruction conference will be held 2 days after contract award at the work site to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

Deliverables - The following items shall be delivered under this contract:

| <u>Description</u> | <u>Quantity</u> | <u>Delivery Date</u> | <u>Deliver to</u> |
|--------------------------------------|-----------------|----------------------|-------------------|
| Section G. Securities/Insurance | 1 | 5 days after award | CO |
| Section E. Construction Schedule | 1 | 5 days after award | COR |
| Section E Preconstruction Conference | 1 | 2 days after award | COR |
| Section G. Personnel Biographies 1 | | 5 days after award | COR |
| Section F. Payment Request | 1 | Upon Completion | COR |

| | | | |
|---|---|--|-----|
| Section D. Request for Substantial Completion | 1 | each month 5 days before inspection | COR |
| Section D Request for Final Acceptance | 1 | 2 days before inspection | COR |

F ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is the Facilities Maintenance Supervisor

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

*Financial Management Center
US Embassy Abidjan
Cocody Riviera Golf
Pres du Lycee Hotelier
01 BP 1712 Abidjan 01
Cote d'Ivoire*

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

G. SPECIAL REQUIREMENTS

G.1.0 Performance/Payment Protection - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in US Dollars:

| | |
|----------------|---------|
| Per Occurrence | \$1,000 |
| Cumulative | \$5,000 |

2. Property Damage on or off the site in US Dollars:

| | |
|----------------|---------|
| Per Occurrence | \$1,000 |
| Cumulative | \$5,000 |

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 Document Descriptions

G.3.1 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1 Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 Laws and Regulations - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more

stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 Construction Personnel - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 5 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

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

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 Zoning Approvals and Permits

The Contractor shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

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 this/these address(es):

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|---|
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (DEC 2012) |
| 52.204-9 | PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) |
| 52.213-4 | Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (FEB 2012) |
| 52.222-1 | Notice to the Government of Labor Disputes (FEB 1997) |
| 52.222-19 | Child Labor – Cooperation with Authorities and Remedies (AUG 2010) |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (FEB 2009) |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) |
| 52.225-10 | Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000) |
| 52.225-13 | Restrictions on Certain Foreign Purchases (JUN 2008) |
| 52.225-14 | Inconsistency Between English Version and Translation of Contract (AUG 1989) |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas (APR 1984) |
| 52.228-5 | Insurance - Work on a Government Installation (JAN 1997) |
| 52.228-11 | Pledges of Assets (SEP 2009) |
| 52.228-13 | Alternative Payment Protection (JUL 2000) |

| | |
|-----------|--|
| 52.229-6 | Taxes - Foreign Fixed-Price Contracts (JUN 2003) |
| 52.232-5 | Payments under Fixed-Price Construction Contracts (SEP 2002) |
| 52.232-8 | Discounts for Prompt Payment (FEB 2002) |
| 52.232-11 | Extras (APR 1984) |
| 52.232-18 | Availability of Funds (APR 1984) |
| 52.232-24 | Prohibition of Assignment of Claims (JAN 1986) |
| 52.232-27 | Prompt Payment for Construction Contracts (OCT 2008) |
| 52.232-33 | Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) |
| 52.233-1 | Disputes (JUL 2002) Alternate I (DEC 1991) |
| 52.233-3 | Protest after Award (AUG 1996) |
| 52.236-2 | Differing Site Conditions (APR 1984) |
| 52.236-3 | Site Investigation and Conditions Affecting the Work (APR 1984) |
| 52.236-5 | Material and Workmanship (APR 1984) |
| 52.236-6 | Superintendence by the Contractor (APR 1984) |
| 52.236-7 | Permits and Responsibilities (NOV 1991) |
| 52.236-8 | Other Contracts (APR 1984) |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984) |
| 52.236-10 | Operations and Storage Areas (APR 1984) |
| 52.236-11 | Use and Possession Prior to Completion (APR 1984) |
| 52.236-12 | Cleaning Up (APR 1984) |
| 52.236-14 | Availability and Use of Utility Services (APR 1984) |
| 52.236-15 | Schedules for Construction Contracts (APR 1984) |
| 52.236-21 | Specifications and Drawings for Construction (FEB 1997) |
| 52.236-26 | Preconstruction Conference (FEB 1995) |
| 52.242-14 | Suspension Of Work (APR 1984) |
| 52.243-4 | Changes (JUNE 2007) |
| 52.243-5 | Changes and Changed Conditions (APR 1984) |
| 52.244-6 | Subcontracts for Commercial Items (DEC 2010) |
| 52.245-9 | Use & Charges (AUG 2010) |
| 52.246-12 | Inspection of Construction (AUG 1996) |
| 52.246-21 | Warranty of Construction (APR 1984) |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984) |
| 52.249-14 | Excusable Delay (APR 1984) |
| 52.249-10 | Default (Fixed-Price Construction) (APR 1984) |

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

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

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;

(iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

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

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

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

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

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I. LIST OF ATTACHMENTS

| <u>ATTACHMENT NO.</u> | <u>DESCRIPTION OF ATTACHMENT</u> | <u>NO.PAGES</u> |
|------------------------------|--|------------------------|
| Attachment 1 | Sample Bank Letter of Guaranty | 1 |
| Attachment 2 | Breakdown of Price by Divisions of Specifications | 1 |

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

| <u>Volume</u> | <u>Title</u> | <u>No. of Copies*</u> |
|---------------|---|-----------------------|
| I | Standard Form 18 including a completed Attachment 2, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. | 2 |
| II | Performance schedule | 2 |

Submit the complete quotation to the address indicated on Standard Form 18.

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or

quoters are urged and expected to inspect the site where the work will be performed.

- (b) A site visit has been scheduled for January 8, 2013
- (c) Participants will meet at the work site.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: \$2,000 - \$15,000

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR

F. 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:

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR. <http://www.statebuy.state.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

K. EVALUATION CRITERIA

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

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 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.2 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220 for Construction Management, commercial and institutional building or Warehouse construction; 237310 for Construction Management, highway road, street or bridge; 237990 for Construction Management, outdoor recreation facility; 236118 for Construction Management, residential remodeling; 237110 for Construction Management, water and sewage line and related structures.

(2) The small business size standard is \$28.5 million.

(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 clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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) applies.

(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 ORCA 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 clause at [52.204-7](#), Central Contractor Registration.

(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 applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 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 Sanctioned Activities Relating to Iran—Representation and Certification. 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:

- ___ (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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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 |
|--------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |

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 ORCA.

(End of provision)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) Outside the United States.

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 Number: _____

[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 |
|---|---------------|--|
| <i>(1) United States citizens or residents</i> | | |
| <i>(2) Individuals hired in the United States, regardless of citizenship</i> | | |
| <i>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws</i> | | <i>Local nationals: _____ Third Country Nationals: _____</i> |
| <i>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers’ compensation laws</i> | | <i>Local nationals: _____ Third Country Nationals: _____</i> |

(b) The contracting officer has determined that for performance in the country of

Workers’ compensation laws 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.

(d) RESERVED

L.6. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) *Definitions.*

“Person”—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702](#)(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

ATTACHMENT #2

UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1)DIVISION/DESCRIPTION (2)LABOR (3)MATERIALS (4)OVERHEAD
(5)PROFIT (6)TOTAL

1. General Requirements
2. Site Work

3. Concrete
4. Masonry

5. Metals
6. Wood and Plastic

7. Thermal and Moisture
8. Doors and Windows

9. Finishes
10. Specialties

11. Equipment
12. Furnishings

13. Special Construction
14. Conveying Systems

15. Mechanical
16. Electrical

TOTAL:

FCFA
Allowance Items:

PROPOSAL PRICE

TOTAL: **FCFA**

Alternates (list separately do not total)

Offeror:

Date

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS