

<b>SOLICITATION, OFFER, AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	SDJ10014Q0001	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	12/06/2013	

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY US EMBASSY DJIBOUTI - GSO / Procurement BP 185, Lot # 350-B, LOTISSEMENT Haramous Djibouti, Republic of Djibouti	CODE	8. ADDRESS OFFER TO US Embassy Djibouti - ATTN: GSO Officer BP 185, Lot # 350-B, LOTISSEMENT Haramous Djibouti, Republic of Djibouti
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9. FOR INFORMATION CALL:	a. NAME MICHAEL R. WILSON	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) +253 21453066
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**SOLICITATION**

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

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

- Solicitation Letter
- Section A: SF 1442, Solicitation, Offer & Award
  - Section B: Supplies or Services and Prices/Costs
  - Section C: Description/Specifications - Statement of Work
  - Section D: Packaging & Marking
  - Section E: Inspection & Acceptance
  - Section F: Deliveries or Performances
  - Section G: Contract Administration Data
  - Section H: Special contract requirement
  - Section I: Contract clauses
  - Section J: List of attachments
  - Section K: Representations, certifications and other statements of offerors or quoters
  - Section L: Instructions, conditions and notices to offerors or quoters
  - Section M: Evaluation Factors for awards

11. The contractor shall begin performance 15 calendar days and complete it within 63 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory  negotiable. (See \_\_\_\_\_).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:
- a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 16:30 (hour) local time 12/23/2013 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
  - b. An offer guarantee  is,  is not required.
  - c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
  - d. Offers providing less than \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14.)
FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

*(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)*

AMENDMENT NO.									
DATE.									

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

  
  

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
30b. SIGNATURE	31b. UNITED STATES OF AMERICA
30c. DATE	31c. DATE
	BY

Djibouti, the 08<sup>th</sup> December 2013

US EMBASSY DJIBOUTI  
BP 185, LOT 350-B, LOTISSEMENT HARAMOUS  
DJIBOUTI, REPUBLIC OF DJIBOUTI

Dear Prospective Offeror:

SUBJECT: SDJ10014Q0001 – Installation of two RSS-2000 Barriers

The Embassy of the United States of America invites you to submit a proposal for the installation of two (2) RSS-2000 Barriers at the US Embassy Djibouti.

Submit your proposal in a sealed envelope marked "Proposal Enclosed" to:

**Philip KERN – GSO Officer**  
US EMBASSY DJIBOUTI  
BP 185, LOT 350-B, LOTISSEMENT HARAMOUS  
DJIBOUTI, REPUBLIC OF DJIBOUTI

Submit your offer on or before 16h30 on Monday 23 December 2013. No proposal will be accepted after this time.

[Note to Contracting Officer: use the following paragraph if barriers and installation are being purchased]

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

1. SF-1442
2. Section B and Attachment 4, Proposal Breakdown by Divisions;

3. Section K, Representations and Certifications;
4. Bar Chart illustrating sequence of work to be performed;
5. Additional information as required in Section L.

The contract completion date is specified in Section F of the solicitation.

Direct any questions regarding this solicitation to the Procurement Team by letter or by mail at [DjiboutiProcurementDL@state.gov](mailto:DjiboutiProcurementDL@state.gov).

Sincerely,

Philip Kern

Contracting Officer

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

**B.1 CONTRACT PRICE**

The Contractor shall supply, deliver, and complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for the following firm fixed prices. These prices shall include all labor, materials, overhead (excluding cost of Workers' Compensation and War-Hazard Insurance, for U.S. citizens, which shall be a direct reimbursement) and profit.

**B.1(a) VALUE ADDED TAX.**

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

**B.1(b)**

**B.1.1 Basic Contract Requirement.** B.1.4, contract line item 01 is the basic contract requirement for installing barriers.

**B.1.2 Defense Base Act Insurance.** If the Contractor will be required to purchase Defense Base Act (DBA) Insurance, it shall not be included in the firm-fixed price of installation. The Government will reimburse the Contractor directly for DBA Insurance that is required and obtained in accordance with Section I, DOSAR 652.228-71, "Worker's Compensation Insurance (Defense Base Act) - Services" and FAR 52.228-3, "Worker's Compensation Insurance (Defense Base Act)".

(Note: The Department of State has received from the Department of Labor a waiver of DBA for non-U.S. citizens. See FAR 52.228-4 in Section I for insurance required for non-U.S. citizens, which shall be included in the contract price and not separately reimbursed.)

When the contract is awarded, the Contractor shall contact the Contracting Officer and request the name of the insurance broker under contract to the Department of State. After paying the DBA insurance premium, the Contractor shall submit the certification of coverage from the carrier and a voucher for payment to the Contracting Officer. A paid invoice must support the voucher. The Contractor shall submit the certification to the Contracting Officer before the Notice to Proceed (see Section F).

The cost of DBA insurance is paid on an annual basis.

**B.1.4 Pricing.**

<u>Line Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Price</u>
01	Installation RSS-2000 Barrier	EACH	_____	<u>2</u>	_____
03	DBA Insurance (if required)	LOT	_____	<u>1</u>	_____
Total Price					_____

B.2 TYPE OF CONTRACT

This is a firm-fixed price contract payable entirely *in* ( ) local, ( X ) U.S. currency. The Government will not pay additional sums due to any escalation in the cost of materials, equipment or labor, or the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will also not adjust the contract price due to fluctuations in the currency exchange rates. The Government may make changes in the contract price or time to complete only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

**SECTION C - DESCRIPTION/SPECIFICATIONS  
STATEMENT OF WORK**

C.1 SPECIFICATIONS/STATEMENT OF WORK

See attached scope of work (12 pages)

C.2. DRAWINGS

See attached drawings (29 pages)

## SECTION D - PACKAGING AND MARKING

### D.1 PLACE OF DELIVERY

All deliverables shall be delivered to the following address:

***US EMBASSY DJIBOUTI  
BP 185, LOT#350-B, LOTISSEMENT HARAMOUS  
DJIBOUTI, REPUBLIC OF DJIBOUTI***

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 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:

<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.

The following Federal Acquisition Regulation clauses are incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.246-02	Inspection of Supplies – Fixed Price (AUG 96)
52.246-12	Inspection of Construction (AUG 1996)* *applicable if installation option is exercised

### E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

- (1) creation of checklists of duties to be carried out;
- (2) periodic inspections to ensure that these duties are carried out by the supervisory staff and senior employees; and,
- (3) weekly inspections to determine whether the various services are being performed according to the contract requirements.

The contractor shall provide copies of the weekly inspection reports to the COR.

The contractor shall promptly correct and improve upon any areas of shortcomings and/or substandard conditions noted in such inspections. The contractor shall bring to the attention of the Contracting Officer or COR, for disposition, any conditions uncovered which are not the responsibility of the Contractor.

E.2.1 Inspection by Government: The COR or his/her authorized representatives will periodically inspect the services being performed and supplies being furnished, to determine that

all services are being performed in an acceptable 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.

#### E.4 FINAL COMPLETION AND ACCEPTANCE

##### E.4.1 Definitions

(a) "Final completion and acceptance" - 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 in accordance with contract requirements, subject to the discovery of defects after final completion and except for items specifically excluded in the notice of final acceptance.

(b) "Date of final completion and acceptance" - the date determined by the Contracting Officer on which final completion of the work occurs, as indicated by written notice to the Contractor.

##### E.4.2 Final Inspection and Tests

The Contractor shall give the Contracting Officer at least five (5) calendar days advance written notice prior to the date 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 aforesaid notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

##### E.4.3 Final Acceptance

The Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment as required by the contract upon:

- (1) satisfactory completion of all required tests;
- (2) verification by the Contracting Officer on the basis of a final inspection that all items 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;
- (3) submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment, and;
- (4) determination by the Contracting Officer that the work under the contract is complete and the contract has been fully performed, with the exception of continuing obligations thereunder.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 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:

<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.

The following Federal Acquisition Regulation clauses are incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.242-15	Stop Work Order (AUG 1989)
52.242.17	Government Delay of Work (APR 1984)
52.242-14	Suspension of Work (APR 1984)*
	*applicable if installation option is exercised

### F.2 DELIVERY DUE DATE

Active vehicle barriers required hereunder shall be installed to the address identified in Section D.1 not later than 9 weeks after notice to proceed.

F.3 INSTALLATION CLAUSES – These clauses are only applicable to the installation portion of the work, presuming the installation option is exercised.

#### F.3.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 14 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 63 calendar days after the date of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises and completion of punch-list items.

### F.3.3 Contractor's Submission Of Construction Schedules

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as seven 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 employed by the Government. The Contractor shall submit a schedule that sequences work so as to minimize disruption at the job-site.

(d) All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., 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. Each deliverable shall be identified as required by the contract.

### F.3.4 Acceptance Of Schedule

When the Government has accepted any time schedule, this acceptance 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, nor;
- (3) excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### F.3.5 Notice Of Delay

In the event 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 completion of the project after the completion date, the Contractor shall:

- (1) notify the Government of such change or other conditions upon the approved schedule, and;
- (2) shall state in what respects, if any, the relevant schedule or the completion date should be revised.

Such notice shall be given promptly and not more than ten (10) calendar days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

#### F.3.6 Notice To Proceed

- (a) The Contracting Officer will issue a Notice to Proceed with barrier installation, following:
  - receipt from the Contractor and acceptance by the Government of evidence of bonding and insurance within the time specified in Section H of this contract, and;
  - arrival of the barriers at the Embassy site.
- (b) The Contractor shall then prosecute the work required hereunder, commencing and completing performance not later than the time period established in F.3.1.

#### F.4 Excusable Delays

The Contractor shall be allowed time, not money, for excusable delays as defined in FAR 52.249-10, "Default". Examples of such cases include:

- (1) acts of God or of the public enemy;
- (2) acts of the United States Government in either its sovereign or contractual capacity;
- (3) acts of the government of the host country in its sovereign capacity;
- (4) acts of another contractor in the performance of a contract with the Government;
- (5) fires;
- (6) floods;
- (7) epidemics;
- (8) quarantine restrictions;
- (9) strikes;
- (10) freight embargoes;
- (11) delays in delivery of Government furnished equipment, and;
- (12) unusually severe weather.

In each instance, the failure to perform shall be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore:

- (1) shall be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against;
- (2) cannot be overcome by reasonable efforts to reschedule the work, and;
- (3) directly and materially affects the date of final completion of the project.

#### F.5. DELIVERABLES

The Contractor shall delivery the following items under this contract in accordance with the delivery dates identified below. Bonds/Insurance, Safety Plan, Quality Assurance Plan, Construction Schedule, Submittal Schedule and Bios on Personnel shall be submitted prior to issuance by the Government of the Notice to Proceed.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
H.1.2. Bonds/Insurance	1	10 days after award	Contracting Officer
H.11.1 Safety Plan	1	10 days after award	COR
E.2. Quality Assurance/Control Plan	1	10 days after award	COR
F.3 Construction Schedule	1	10 days after award	COR
H.14.1 Submittal Register	1	10 days after award	COR
H.1.2.3.Bios on Personnel	1	10 days after award	COR
E.2. Inspection Reports	1	7 days after end of weekly period being reported	COR
G.3. Payment Request	1	last calendar day of each month	COR
I.1 Updates to Construction Schedule (52.236-15)	1	first calendar day of each week	COR
E.3 Request for Final Acceptance	1	5 days before inspection	COR

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1. MONITORING OF THE CONTRACTOR

#### G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is the Facilities Maintenance Manager, Michael Wilson.

#### G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

### G.2 INVOICING INSTRUCTIONS FOR INSTALLING ANTI-RAM BARRIERS.

G.2.1 Number of Copies and Location. The Contractor shall submit invoice(s) to the designated billing official, in an original and three (3) copies at the following address (designated office only for purpose of submitting invoices):

US Embassy Djibouti – ATTN B&F  
BP 185, LOT#350-B, Lotissement Haramous  
Djibouti, Republic of DJIBOUTI

G.2.2 The Contractor shall submit a single invoice for furnishing of the anti-ram barriers. This invoice shall be submitted in accordance with FAR 52.233-25.

### G.3 PAYMENT - CLAUSE APPLICABLE ONLY IF THE BARRIER INSTALLATION OPTION IS EXERCISED

G.3.1 General: The Contractor's attention is directed to Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein.

G.3.2 Detail of Payment Requests: Each application for payment shall be made no more frequently than monthly, unless otherwise provided herein, and shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.3.3 Number of Copies and Location. The Contractor shall submit invoice(s) to the designated billing official, in an original and three (3) copies at the following address (designated office only for purpose of submitting invoices):

US EMBASSY DJIBOUTI – ATTN: BUDGET & FINANCE (B&F)  
BP 185, LOT#350-B, LOTISSEMENT HARAMOUS  
DJIBOUTI, REPUBLIC OF DJIBOUTI

G.3.4 Payments to Subcontractors: The Contractor shall make timely payment to his subcontractors and suppliers from the proceeds of the progress or final payment for which request is being made, in accordance with the Contractor's contractual arrangements with them.

G.3.5 Evaluation by the Contracting Officer: Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer will make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons for the reduction.

G.3.6 Additional Withholding: Independently of monies retained by the Government under 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover

- (1) Wages or other amounts due the Contractor's employees on this project;
- (2) Wages or other amounts due employees of subcontractors on this project;
- (3) Amounts due suppliers of materials or equipment for this project; and
- (4) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

G.3.7. Payment: In accordance with 52.232-27(a) the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

G.4 The Contractor shall identify Value Added Tax (VAT) as a separate line item in Attachment 5, Breakdown of Proposal Price. The Contractor shall also reflect VAT as a separate charge on invoices submitted.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 THROUGH H.18 ARE APPLICABLE ONLY IF INSTALLATION OPTION IS EXERCISED

### H.1 BOND REQUIREMENTS

H.1.1 Bonds Required: The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 100% of the contract price, or (2) comparable alternate performance security approved by the Government such as letter of credit shown in Section J.

H.1.2 Time for Submission: The Contractor shall provide the bonds required by paragraph H.1.1 above within ten (10) calendar days of contract award. Failure to timely submit (1) the required bonds or other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the contractor shall be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction), which is included in Section I of this contract.

#### H.1.3 Coverage

The bonds or alternate performance security shall guarantee:

- (1) the Contractor's execution and completion of the work within the contract time;
- (2) the correction of any defects after completion as required by this contract;
- (3) the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and;
- (4) the satisfaction or removal of any liens or encumbrances placed on the work.

H.1.4 Duration of Coverage: The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security, only, shall be reduced to 10% of the contract price. The performance 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. The requirement for payment security terminates at final acceptance.

#### H.1.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

## H.2 INSURANCE

H.2.1 Amount of Insurance: The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required 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:

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	\$200.000
Cumulative	\$500.000
2. Property Damage on or off the site in US Dollars:

Per Occurrence	\$ 20.000
Cumulative	\$ 100.000

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.

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.

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.

H.2.2 Government as Additional Insured: 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.

H.2.3 Insurance-Related Disputes: Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.2.4 Time for Submission of Evidence of Insurance: The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

### H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

- (a) Contract Drawings or Drawings, where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.
- (b) Day means a calendar day unless otherwise specifically indicated.
- (c) Host Country means the country in which the project is located
- (d) Material means all materials, fixtures and other articles incorporated in , or which are intended to remain with, the project.
- (e) Notice to Proceed means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the Notice.
- (f) Other Submittals includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.
- (g) Project Data includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- (h) Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

- (i) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.
- (j) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contact for construction of a portion of the project.
- (k) Work means any and all permanent construction that is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

#### H.4 OWNERSHIP AND USE OF DOCUMENTS

##### H.4.1 Ownership and Use of Drawings, Specifications and Models

- (a) Ownership. All specifications, drawings, and copies thereof, and models, are the property of the Government.
- (b) Use and Return. Unless otherwise provided in the contract, the documents described in (a) above are not to be used by other than the Contractor on other work and, with the exception of the signed contractor set, additional copies thereof provided to or made by the Contractor are to be returned or suitably accounted for by the Contractor upon final completion of the work.

H.4.2 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. Unless prompt objection is made by the Contractor within 20 days, issuance of the aforementioned documents shall not provide for any claim for an increase in the Contract price or an extension of contract time.

H.4.3 Record Documents: The Contractor shall maintain at the project site 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 a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

H.4.4 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide complete sets of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished,

and record shop drawings and other submittals, in the number and form as required by the specifications.

#### H.5 GOVERNING LAW

The contract and its interpretation shall be governed by the laws of the United States.

#### H.6 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

#### H.7 LAWS AND REGULATIONS

H.7.1 Compliance Required: 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 among 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.

H.7.2 Labor, Health and Safety Laws and Customs: 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.

H.7.3 Subcontractors: 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.

H.7.4 Evidence of Compliance: The Contractor shall submit at such times as directed by the Contracting Officer, proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

#### H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 Damage to Persons or Property: The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 Responsibility for Work Performed: The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

## H.9 CONSTRUCTION OPERATIONS

### H.9.1 Operations and Storage Areas

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

### H.9.2 Use Of Premises

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

## H.10 TEMPORARY FACILITIES AND SERVICES

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and

materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

## H.11 SAFETY

### 652.236-70 ACCIDENT PREVENTION (APR 1999)

- (a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) 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;
  - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
  - (4) Since personnel shall be in trench, which should be approx. 1.5 M deep, it is necessary that the excavation, and adjacent areas, be inspected by a “competent person”. A “competent person” is one who is familiar with this type of work, can identify trenching hazards, and has authority to stop work in the event hazardous conditions develop. He or she shall inspect it daily, after any rainy storm, other source of water entering trench, or other energy source (such as vibration, presence of utility lines) which might weaken the side walls of the trench or otherwise hazard the employees in the trench. If there is evidence that the excavation presents a hazard to workers, remove the workers immediately.
  - (5) When excavation is under 1.5 meters, and the “competent person” judges that there is no potential for cavein shoring may be removed.
- (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 or loss 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 the work, the Contractor shall—
- (1) Submit a written proposal for implementing this clause; and
  - (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

- (e) 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 at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction 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 issued under this clause.

## H.12 SUBCONTRACTORS AND SUPPLIERS

H.12.1 Claims and Encumbrances: The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

### H.12.2 Approval of Subcontractors

- (a) Review and consent. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of consent or rejection of any or all subcontractors.
- (b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

## H.13 CONSTRUCTION PERSONNEL

H.13.1 Removal of 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 amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. 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.

H.13.2 Construction Personnel Security: After award of the contract, 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 10 days to perform. For each individual the list shall include:

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

Failure to provide any of the above information may be considered grounds for rejections 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.

#### H.14 MATERIALS AND EQUIPMENT

##### H.14.1 Selection and Approval of Materials

(a) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.14.2 Custody of Materials: The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the

Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.14.3 Basis of Contract Price: The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

#### H.14.4 Substitutions

(a) Prior approval required. Before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project, the Contractor shall receive approval in writing from the Contracting Officer. Any substitution request shall be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for substitutions shall be made in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval through shop drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests shall be made in a timely manner and supported by the required information.

(c) Final approval on delivery. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.14.5 "Or-Equal Clause": References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

#### H.14.6 Use and Testing of Samples

- (a) Use. Approved samples not destroyed in testing will be sent to the Contracting Officer. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.
- (b) Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.
- (c) Taking and testing of samples. Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.
- (d) Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

#### H.15 SPECIAL WARRANTIES

H.15.1 Special Warranty Obligations: Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

H.15.2 Warranty Information: The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and 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 requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### H.16 EQUITABLE ADJUSTMENTS

H.16.1 Basis for 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 a limit of 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.

H.16.2 Differing Site Condition Notice: The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence in accordance with additional information provided in FAR 52.236-4, Differing Site Condition.

#### H.16.3 Documentation of Proposals for Equitable Adjustments

(a) Itemization of proposals and requests. Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by the Contracting Officer, and shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

(c) Release by Contractor. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

#### H.17 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause. See FAR 52.252-14, Suspension of Work in Section I.

#### H.18 ZONING APPROVALS AND BUILDING PERMITS

The Government shall be responsible for obtaining proper zoning or other land use control approval for the project, for obtaining the approval of the Contracting Drawings and Specifications, for paying fees due for the foregoing, and for obtaining and paying for the initial building permits.

#### H.19 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

## SECTION I - CONTRACT CLAUSES

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

#### 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:

<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.

The following Federal Acquisition Regulation clauses are incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.202-1	DEFINITIONS (MAY 2001) ALTERNATE I (DEC2001)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (DEC 2012)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER  
SUBCONTRACT AWARDS (FEB 2012)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT  
(OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR  
PRICING DATA – MODIFICATIONS (AUG 2011)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA –  
MODIFICATIONS (OCT 2010)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR PRICING  
DATA OR INFORMATION OTHER THAN COST OR PRICING  
DATA-MODIFICATIONS (OCT 2010)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 99) \*\*

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH  
AUTHORITIES AND REMEDIES (AUG 2010)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) \*\*

52.222-26 EQUAL OPPORTUNITY (FEB 1999)\*\*

52.222-29 NOTIFICATION OF VISA DENIAL (FEB 1999)\*\*

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND  
VETERANS OF THE VIETNAM  
ERA (APR 1998)\*\*

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  
(JUN 1998)\*\*

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND  
VETERANS OF THE VIETNAM ERA (JAN 1999) \*\*

52.222-50 COMBATING TRAFFIKING IN PERSONS (FEB 2009)

52.223-6 DRUG FREE WORKPLACE (JAN 97) \*\*

52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING  
WHILE DRIVING (AUG 2011)

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

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

52.228-3 WORKERS' COMPENSATION INSURANCE (DBA)(APR 1984)\* \*\*

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 (FEB 1992)\*

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)\*

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)\*

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN2003)

52.232-1 PAYMENTS (MAY 2001)  
52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS  
(SEP 2002)\*

52.232-11 EXTRAS (APR 1984) \*\*\*  
52.232-17 INTEREST (OCT 2010)  
52.232-18 AVAILABILITY OF FUNDS (APR 1984)  
52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)  
52.232-25 PROMPT PAYMENT (OCT 2008) (B)(2). . .30TH DAY  
52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS  
(SEP 2005)\*

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

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)

52.242-13 BANKRUPTCY (JUL 1995)

52.243-1 CHANGES – FIXED PRICE (AUG 1987)\*\*\*  
52.243-4 CHANGES (JUNE 2007)\*  
52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)\*  
52.245-1 GOVERNMENT PROPERTY (APR 2012)  
52.245-9 USE AND CHARGES (APR 2012)  
52.246-19 WARRANTY OF SYSTEM AND EQUIPMENT UNDER  
PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA  
(DEC 1989)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)\*  
52.246-23 LIMITATION OF LIABILITY (FEB 1997)\*\*\*  
52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)\*

52.247-63	PREFERENCE FOR U.S.- FLAG CARRIERS (JUN2003)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (APR 2003)
52.248-1	VALUE ENGINEERING (FEB 2000)
52.248-3	VALUE ENGINEERING - CONSTRUCTION (OCT 2010)*
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) ALTERNATE I (SEP 1996)
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)*
52.250-2	SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)
52.244-6 Subcontract for Commercial Items (APR 2010)	

## I.2 FAR FULL TEXT CLAUSES

52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)  
(AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum  
M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

- (a) As used in this clause-Contract-  
“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.
- (b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

- (1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.
- (2) Payment Bonds (Standard Form 25A) The penal amount of payment bonds shall be 20 percent of the original contract price.
- (3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 20% of the increased in contract price.  
(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has furnished labor or material for use in the performance of the contract.

### I.3 DOSAR FULL TEXT CLAUSES

#### 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

#### CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

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

- (1) Complying or agreeing to comply with requirements:
  - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
  - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

#### 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.

#### 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.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.