

P. O. Box 194
24 Fourth Circular Road
Cantonment, Greater Accra

April 01, 2016

Dear Prospective Offeror,

SUBJECT: RFQ# PR5457627 (Supply and Installation of twelve (12) Automatic Voltage Regulators (AVR) as follows :

12 each 60 KVA
1 each 150 KVA

The US Embassy in Accra, Ghana requires you to forward in your quotation (RFQ) for the supply and Installation of AVRs as indicated in our Scope of Work (SOW) below.

As a prospective contractor you are required to have a Data Universal Numbering System (DUNS) number and be registered in System for Award Management (SAM) to do business with the US Government.

Please submit your bid to AccraGSOBids@state.gov. Only bids sent to AccraGSOBids@state.gov will be accepted. Please do not send your bids to any other email addresses.

While sending your quotes via email, the subject line should read: **RFQ# PR5457627: - Supply and Installation of AVRs**. Please ensure that your subject line follows the format above or your bid will NOT be accepted.

The deadline for receipt of the bid is **August 22, 2016 at 14:30 local time**. No quotations will be accepted after this time.

The U.S. Government intends to award a Purchase Order to the successful vendor submitting an acceptable quotation at the lowest price. We intend to award the contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need.

Direct any questions regarding this request for quotations to **Contracting Officer: Benjamin Bandoh**, by telephone at **0302 741481** during business hours or by email to AccraGSOBids@state.gov.

Sincerely,

Benjamin Bandoh
Contracting Officer

**STATEMENT OF WORK
FOR
SUPPLY AND INSTALLATION OF AUTOMATIC VOLTAGE REGULATORS**

1.0 INTRODUCTION

1.1 The U.S. Embassy, Accra has a requirement for the supply and installation of thirteen (13) automatic voltage regulators (AVR) with the specification below that can be used both indoor and outdoor in various residences at different locations. The contractor will supply all materials needed to complete the work outlined in this solicitation.

Control	-	Microprocessor, Full Automatic
Response Time	-	Within 15 Milliseconds
Technology	-	Servo Motor
Input Voltage Range (L-N)	-	140Vac to 280Vac
Input Frequency	-	47 to 65Hz
Input & Output Wiring	-	3 Phase 4 Wire and Ground
Output Resolution (L-N)	-	230Vac ±1%
Over Load Protection	-	200% for 10sec
Acoustic Level	-	<50 dB (1 meter square)

OUTPUT POWER

1. 60kVA	-----	12pcs
2. 150kVA	-----	1pc

1.2

- a. The contractor shall familiarize himself/herself with all the locations for the supply and installation of the AVRs and also ensure that the installations do not interfere with other services.
- b. The contractor shall ensure that all penetrations of cable into any existing structure shall be done such as to prevent any damages to the structure; seal all penetrations once complete. Restore grass, pavement and/or curbs if any were disturbed during installation. The contractor shall coordinate with the COR in order not to damage any pipe line or existing electrical cable. The cost involve in repairing such damages shall be paid by the contractor.
- c. The contractor shall work in a safe manner with the appropriate PPE.
- d. After the installation is completed, the work area shall be cleared of all work – related debris and material

1.3 The facilities are located in Accra, Ghana. All inspections shall be requested through the Embassy’s Facility Manager [FM] or Contracting Officer Representative [COR].

1.4 Work shall be completed as expeditiously as possible

2.0 GENERAL REQUIREMENTS

2.1 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period.

2.3 The Contractor shall have limited access to or be admitted into any structure outside the areas designated for the project except with permission by the Embassy. The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation for continuous occupation of the residence during installation.

2.4 The Contractor shall be required to prepare and submit reports, bill of materials, product literature, drawings, specifications, quality control schedules, safety plan. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed project.

3.0 GOVERNMENT MATERIAL (GM) *[include only if applicable]* N/A No Government supplied material for this project.

Pursuant to Contract Clause FAR 52-245-2, Government-Furnished Property (Short Form), the Government will furnish the following materials and equipment for the installation by the Contractor. The Government Material (GM) is stored at ***[provide location]***. The contractor shall move, uncrate, assemble, and install the GM. GM shall be uncrated and inspected by the contractor in the presence of the Contracting Officer's Representative (COR) to determine any damaged or missing parts. The contractor shall be responsible for damage or loss occurring after this inspection. The contractor shall notify the COR fourteen days in advance of the date the GM is needed. Any GM not incorporated in the work shall be returned to the Government and placed in storage at ***[provide location]*** as directed by the COR.

4.0 CONTRACT ADMINISTRATION

4.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.

4.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

4.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.

- 4.4 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.
- 4.5 The Embassy's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.
- 4.6 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract.
- 4.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.
- 4.8 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.
- 4.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

5.0 RESPONSIBILITY OF THE CONTRACTOR

- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all installation 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.
- 5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during installation. The Project Site Manager shall be approved by the COR.
- 5.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information

required to report the progress of performance.

- 5.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
- 5.5 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed installation shall be easily maintained or replaced with readily available materials and services.
- 5.6 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.
- 5.7 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 COR.
- 5.8 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

6.0 PRE-SUPPLY AND PRE-INSTALLATION REQUIREMENTS

- 6.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.
- 6.2 Provide a statement that the Contractor's company and all personnel are experienced in installation of AVRs.
- 6.3 The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the project. The QCS and PSP are intended to document the entire project from beginning to end.
- 6.4 Submit a copy of a Contractor's Supply and Installation Guarantee covering the AVRs, work, labor and installation for a period of ONE [1] year at no cost to the Embassy signed by the Contractor.
- 6.5 Submit a Bill of Materials [BOM], product literature, and standard specification submittals of the AVRs. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. These documents will be used by the Embassy to approve all equipment and materials.

7.0 INSTALLATION REQUIREMENTS

- 7.1 No installation shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.
- 7.2 The Contractor shall be responsible for all required materials not provided by the Embassy, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- 7.3 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.
- 7.4 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced.
- 7.5 Receipt Of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.
- 7.6 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.
- 7.7 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing installation, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.
- 7.8 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.
- 7.9 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.
- 7.10 Landscape Restoration - The surfaces of all unpaved areas disturbed by installation and transportation activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas which existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

8.0 DELIVERABLE SCHEDULE

8.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.

8.2 Milestones:

Contractor Pre-Proposal Site Visit	TBD
Award of Contract & Notice to Proceed	TBD
Pre-Construction Submittals	TBD
Embassy Submittal Review	TBD
Construction Begins	TBD after NTP
Construction	TBD

8.3 Project Completion: Furnish one copy of maintenance and operating information, Contractor's one year workmanship guarantee and product literature of all items installed.

9.0 PAYMENTS

9.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer. The Contractor may submit requests for progress payments at monthly intervals to cover the value of labor and materials completed to date. In making progress payments, there shall be retained 10% of the amount due until final completion.

9.2 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.

9.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

END OF STATEMENT OF WORK

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-6)**

NON-COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-7	Central Contractor Registration	OCT 2003
52.213-2	Invoices (if order is for subscriptions with advance payments)	APR 1984
52.213-4	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)	JULY 2005
52.217-6	Options for Increased Quantity (if order contains options where the quantity is expressed as a percentage of the basic order quantity or as an additional quantity of a specific line item)	MAR 1989
52.217-8	Option to Extend Services (if order is for services and contains options)	NOV 1999
52.217-9	Option to Extend the Term of the Contract (if order is for services and contains options) Fill-in for paragraph (a): “the performance period of the order or within 30 days after funds for the option become available, whichever is later.” Fill-in for paragraph (c): _____ <i>[insert time frame]</i>	MAR 2000
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.227-14	Rights in Data – General (if order involves the production, furnishing, or acquiring of data)	JUN 1987
52.227-17	Rights in Data – Special Works (if order is for the compilation or production of data for the Government’s own use)	JUN 1987
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-36	Payment by Third Party (if payment will be made through	MAY 1999

	the Governmentwide purchase card)	
52.233-1	Disputes Alternate I	JUL 2002 DEC 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (for services to be performed on USG installations)	APR 1984
52.242-17	Government Delay of Work (for supplies)	APR 1984
52.243-1	Changes – Fixed Price (for supplies) Alternate I (for services)	AUG 1987 APR 1984
52.245-4	Government-Furnished Property (Short Form) (for services when U.S. Government-furnished property is valued at \$100,000 or less)	JUN 2003
52.247-35	F.o.b. Destination, Within Consignee’s Premises (for supplies requiring inside delivery)	APR 1984

**DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6)
CLAUSES**

NUMBER	TITLE	DATE
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-71	Identification/Building Pass (for services where frequent and continuing access to Department of State facilities is required)	APR 2004
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.242-70	Contracting Officer’s Representative (if a COR will be named) Fill-in for paragraph (b): “The COR is _____”	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services:

DOSAR 652.228-71, Worker’s Compensation Insurance (Defense Base Act) - Services (AUG 1999) (DEVIATION)

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

- (1) United States citizens or residents;
 - (2) Individuals hired in the United States or its possessions, regardless of citizenship;
- and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

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

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

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

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

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g) Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for these contractor employees. For those employees, the Contractor shall provide workers' compensation coverage against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention.