*Embassy of the United States of America*

P.O. Box 194
Accra, Ghana

May 26, 2015

Dear Prospective Quoter:

SUBJECT: **Request for Quotations Number SGH100-15-Q-0011 for the investigation and design for Construction of the existing Consular Visitor Pavilion**

The Embassy of the United States of America invites you to submit a quotation for the investigation and design for Construction of the existing Consular Visitor Pavilion located on the grounds of the US Embassy, Accra Ghana.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to The Contracting Officer, U.S. Embassy Accra Ghana on or by email to Jack Swetland @ SwetlandJD@state.gov before June 11th, 2015 at 4:00pm prompt.

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

1. SF-18
2. Section A;
3. Additional information as required in Section I.

Direct any questions regarding this request for quotations to Jack Swetland by letter or by telephone 0302 741759 or Jessie Addo 0302 741704 during regular business hours.

Sincerely,

Jack D. Swetland Jr.
Contracting Officer

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## SECTION A - PRICING

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

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

A.3. This is a firm fixed-price purchase order for Items 1 to 5 below in the amount of _____.

Reimbursement of certain expenses in addition to the fixed-price is allowed in Section G.4.

The Contractor shall deliver the following items:

| Item No. | Quantity | Unit | Description | Price |
|---|---|---|---|---|
| 1 | * | LOT | 35% Construction Documents | |
| 2 | * | LOT | 60% Construction Documents | |
| 3 | * | LOT | Final Construction Document Submittals | |
| 4 | 3 | LOT | Monthly Progress Reports | Not separately priced |
| 5 | 4 | LOT | Quality Assurance and Control Plan | Not separately priced |
| **Total firm-fixed price** | | | | |
| 6 | 1 | | Maximum estimated reimbursable expenses per Section G.4 | |
| **Total firm-fixed price plus estimated reimbursable expenses** | | | | |
| 7 | 1 | | Option: Construction Phase Services | |

The Government may issue a modification to the contract to require construction phase services on a time-and-materials basis. This modification shall be effective during the actual construction process. The hourly rate includes all overhead and profit. The following labor hour rates shall apply to such work:

| Labor Category | Hourly Rate | Estimated Hours |
|---|---|---|
| Principal | | |
| Senior Architect | | |
| Junior Architect | | |
| Senior Draftsperson | | |
| Junior Draftsperson | | |
| Interior Designer | | |
| Senior Electrical Engineer | | |
| Senior Mechanical Engineer | | |
| Senior Structural Engineer | | |
| Junior Engineer | | |
| CADD Operator | | |
| Clerical | | |

SECTION B - STATEMENT OF WORK

B.1.0. GENERAL INFORMATION

Introduction. This project is for investigation and design for Construction of the existing Consular Visitor Pavilion at the U.S. Embassy Accra Ghana.

B.2.0. PROJECT REQUIREMENTS

B.2.1. Description of Project

The Architect/Engineer (A/E) shall perform all professional architectural/engineering services required for the investigation and design for Construction of the existing Consular Visitor Pavilion located on the ground of the US Embassy, Accra Ghana. The services shall include but not be limited to design, analysis, site investigation, report findings and recommendations, environmental consultation and documentation, engineering calculations cost estimating and preparation of working drawings and specifications. The services shall be performed in three tasks; TASK 1 CONCEPTUAL DESIGN SUMBMITTAL (35%); TASK 2, PRELIMINARY DESIGN SUMBITTAL (90%); and TASK 3, DESIGN COMPLETION– CORRECTED FINAL DESIGN SUBMITTAL (100%) shall require final construction documents for solicitation of bids.

In order to accomplish this intent, the A/E shall provide 100% drawings and specifications, complete cost estimate and supporting design analysis based on the requirements set forth in this scope of work. It is intended this level of detail will allow the construction bidder to submit a complete bid, covering the complete scope of work. Any documents provided by Overseas Building Operations (OBO) and the Embassy to the A/E are intended as guidance and not to be interpreted as the only solution.

B.2.1.1 DESIGN OBJECTIVES: The design work should satisfy the following major objectives:

I. (Consular Visitor Pavilion):
   1. Remove existing cantilevered canopy.
   2. Modify the existing concrete structure to support a steel truss framing system.
   3. Construct a new reinforced concrete structure at the SW end of the pavilion identical in materials, form and appearance to the existing concrete structure.
   4. The new roof will be minimally sloped to rectangular downspouts with cast iron leaders located on the outer sides of the concrete structures.
   5. The fascia of the roof should be similar in design to the fascia on the existing cantilevered roof.
   6. Extend a concrete lined drain with concrete covers matching the existing covers the length of the pavilion and connect into the existing drop basin on the East end.

7. Provide a ceiling similar to the material and appearance of the cantilevered canopy soffit.
8. Paint the existing stucco support structure, downspouts and leaders to match the new structure.
9. The new support structure foundation will bear on undisturbed soil or engineered fill.
10. Repair and return the existing brick paving to match the surrounding pavers. Repair and stabilize the subsidence of the SE corner of the pavilion paving.
11. Provide ten new wood and metal benches that match the existing wood and metal framed benches, install all benches according to a new pattern.
12. Steam clean the entire completed pavement after all building construction is completed.
13. Install two five foot by five foot (5' X 5') +- Lexan polycarbonate domed skylights with curbs are to be centered and square over the existing planters.

2.1.2 DESIGN POLICY AND CREITERIA:

All architectural and engineering design work shall conform to the more stringent requirements of the following code. Suggestions that will improve the operational functions, enhance appearance, and prove to be more economical and advantageous shall be made upon completion of TASK 1, CONCEPTUAL DESIGN SUMBITTAL (35%) with the initial site inspection.

**International Building Code (ICBO).**

2.1.3 PROJECT CRITERIA: The project design shall conform to the following criteria:

2.1.4 BACKGROUND:

The present Pavilion was constructed when the Embassy was built in 2007. Over the past few years that has been an increase in visa applications and the Pavilion is the only overhead protection for consular visitors waiting to be interviewed.

B.2.2. General Requirements

B.2.2.1. The Architect/Engineer (A/E) shall perform all professional architectural/engineering services required for the investigation and design for Construction of the existing Consular Visitor Pavilion located on the ground of the US Embassy, Accra Ghana. The services shall include but not be limited to design, analysis, site investigation, report findings and recommendations, environmental consultation and documentation, engineering calculations cost estimating and preparation of working drawings and specifications. The services shall be performed in three tasks; TASK 1 CONCEPTUAL DESIGN SUMBMITTAL (35%); TASK 2, PRELIMINARY DESIGN SUMBITTAL (90%); and TASK 3, DESIGN COMPLETION– CORRECTED FINAL DESIGN SUBMITTAL (100%) shall require final construction documents for solicitation of bids.

In order to accomplish this intent, the A/E shall provide 100% drawings and specifications, complete cost estimate and supporting design analysis based on the requirements set forth in this scope of work. It is intended this level of detail will allow the construction bidder to submit a complete bid, covering the complete scope of work. Any documents provided by Overseas Building Operations (OBO) and the Embassy to the A/E are intended as guidance and not to be interpreted as the only solution.

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

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

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

Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Contractor. This program shall indicate the method of controlling the quality of all work produced by the Contractor and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Architect/Engineer Contractor".

B.2.2.4. The Contractor shall produce A3 size plans and specifications. Drawings shall be segregated by buildings. The layout of individual drawings shall convey the required design and construction information. Symbols used shall be accepted international industry standards and shall be shown in the legend. Lettering shall be of sufficient size to be clearly read when drawings are reduced to half size.

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

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

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

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

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

B.3.0. SPECIAL REQUIREMENTS

B.3.1. The Contractor shall produce a design that ensures all Embassy/Post facilities will be constructed with materials, finishes, fixtures, equipment, and systems that provide operational dependability. The Contractor shall ensure that these facilities are easy to maintain or replace with those most readily available supplies and services. The Contractor shall emphasize uniformity of parts and components to maximize interchange-ability. During the design phase the Contractor shall address operations and maintenance (O&M) considerations.

B.3.2. The Contractor shall provide specific operations and maintenance data and information for the development of a Comprehensive Maintenance Program (CMP) by the Government.

B.3.3. The Government will provide comments to the Contractor in writing and in a standard format, numbered and grouped by discipline. Review conferences will be held if deemed necessary by the COR. The Contractor shall respond to these comments in writing within 21 days for 35%, 60% and 100% design submissions. The A/E contractor shall incorporate all review comments into the design and return all annotated material with the next submission. Comments not accepted by the Contractor shall be brought to the attention of the Contracting Officer's Representative in writing immediately for resolution. Decisions of the Contracting Officer to incorporate the comments considered within the scope of work of the contract will be final. Review comments outside the existing contract scope of work will require a contract modification.

No work shall be initiated until the Government has provided review comments under each submittal. The Contractor shall provide in booklet form and in **3** copies of all comments and the actions taken in response to the comments.

B.4.0. EXISTING CONDITIONS

As stated in the statement of work

B.4.1. Site
As stated in the statement of work

B.4.2. Surveys

Reserved

B.4.3. Geotechnical Data

Reserved

B.5.0 DESIGN REQUIREMENTS

B.5.1. General Requirements

The requirements in this statement of work serve as direction to the Contractor in the development and delivery of a complete set of construction documents. These documents shall provide the necessary interfaces, coordination, and communication among the designer, constructor, and special disciplines (physical security, communications, fire and life safety, and computer systems). All submittals must be of a quality to achieve this result. The Contractor shall perform its services in accordance with professional standards of skill, care, and diligence adhered to by reputable, first-class firms performing services of the same or similar nature for facilities of similar complexity. The Contractor's design shall conform to generally accepted engineering practices and the approved design criteria.

B.5.2. Design Process

The design shall consist of the following parts *:*

A. 35% design completion
**B. 60% design completion**
C. 100% design completion

The Contractor shall be required to make **1 (one)** oral presentation to the Government at Post to occur 60% design completion.

The Contractor shall cease all design work during the Government review periods until receipt of written review comments from the Government on each of these submittals. Any design work on the project during these review periods is at the Contractor's risk. The Contractor shall consider this temporary cessation of work in its planning and scheduling.

## B.6.0. SUBMITTAL REQUIREMENTS

### B.6.1. 35% Submittal

Furnish drawings and other documents containing the following :

#### B.6.1.1. Site Plan

- Statement of design problems and issues to include description of the building, program and site, and general constraints found.
- A general location plan which indicates disposal sites for fill/excavated materials and vehicle access routes to the site(s). Identify any local permits that must be obtained.
- A project site plan at a scale not smaller than 1:200 showing all improvements required plus typical perimeter enclosure sections and elevations, and site sections.
- A utility site plan at 1:200 scale showing all existing utilities and locations, water supply, electrical power, gas, sewer and both sanitary and storm drainage and telephone. Show all connections to existing utility services and location of proposed entry (no exit) for all utility services to buildings. Show all exterior utility structures including water (fire) storage, lift stations, sewage treatment, etc.

#### B.6.1.2. Floor Plans

Floor plans of existing facilities at 1:100, where the project consists of additions and alterations.

A complete legend with all symbols and abbreviations used shall be shown on drawings.

#### B.6.1.3. Specifications

#### B.6.1.4. As stated in the statement of work

B.6.2. 60% Submittal

B.6.2.1. The architect shall furnish the government with bound sets of manufacturers' catalogs of specified equipment and materials and all pertinent sections of codes, handbooks, standards, etc., referenced in the drawings or specifications. This is to provide information for offerors, with certain sole-source and or-equal identifications depending upon how important the equipment is to serve critical operations.

B.6.2.3. Specify all equipment, and a full description of all features - including optional and sole-source requirements. The Contractor shall list the specific manufacturer and model number (including any options) used as the basis of design in the specification for each item or type of equipment, followed by the phrase "or approved equal." Submit specifications in draft form with the 60% submittal.

B.6.2.4. Develop and provide a preliminary construction schedule at the 60% submittal based on a cost-loaded Critical Path Method (CPM) and a final schedule at the 100% submittal. This schedule will be used to develop the schedule of performance.

B.6.2.5. At the 60% and 100% submittals, provide updated construction cost estimates.

B.6.2.6. Installation Drawings

B.6.3. 100% Submittal - Final Construction Documents

B.6.4. Submittal Copies

B.6.4.1. Furnish **3** bound set(s) of full size blueline prints of unclassified drawings.

B.6.4.2. Furnish **3** unbound set(s) full-size paper sepia reproducible prints of drawings.

B.6.4.3. Furnish **3** bound set(s) of half-size prints of unclassified drawings.

B.6.4.4. Furnish separate information of the following items and furnish **2** individually bound set(s) of 8-l/2" x 11" or A4 prints of each:

1) Outline specifications.
2) Design criteria and preliminary calculations.
3) Written Project Design Manual.
4) Cost estimate.

B.6.4.5. Furnish **2** separately bound set(s) of prints of each of the following:

1) Soils report.

The Contractor shall submit documents listed above on CD-ROM.

Included as part of the 100% submittal are consultation services during the construction solicitation period. This work includes, but is not necessarily limited to:

- providing clarifications and responses to questions about the construction documents prepared by the Contractor;
- preparation of drawings or documents that may become necessary for inclusion in amendments to the construction contract solicitation as a result of such clarifications or questions; and
- attendance at the construction pre-proposal conference to be held at the Post.

B.7.0. Reserved

B.8.0. POST DESIGN AND CONSTRUCTION SERVICES

B.8.1. During the construction solicitation period, the Government may require the Contractor to provide consultation services, including providing clarifications and responses to questions about the construction documents prepared by the Contractor at no cost to Government. The Contractor shall be in attendance at the construction pre-proposal conference at no additional cost to the Government.

B.8.2. To Government reserves the right to modify the contract to add services that may be required of the Contractor during actual construction of the project. These services, known as construction phase services, may include, but are not limited to, review of shop drawings, approval of materials and equipment, and approval of proposed substitutions of materials and equipment.

B.8.3. Section A provides pricing for these services.

B.8.4. Whenever such services are required the Government will issue a modification to identify the scope of services required. Payment for these services will be negotiated in a supplemental agreement based on the scope of services, staffing needs, and duration of services.

## SECTION C - PACKAGING AND MARKING

Packaging and marking shall follow commercial practice.

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

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

**The Contracting Officer**
**U.S. Embassy Accra Ghana**
**No. 24 Fourth Circular**
**Cantonments**
**Accra**

## SECTION D - INSPECTION AND ACCEPTANCE

### D.1.0. INSPECTION

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

The Contractor's key individual responsible for quality of design is **Project Manager.** The Contractor's key individual responsible for quality of documentation is **Project Manager.** If a key individual (see D.3 below) needs to be replaced during performance of this contract the contractor shall submit a resume for a replacement to the COR for approval.

### D.2.0. ACCEPTANCE

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

### D.3.0. QUALITY PROGRAM REQUIREMENTS FOR DESIGN CONTRACTS

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

D.3.1. Organizational Structure. Proposed organizational structure for the project, including charts and a description of responsibilities of key persons who will perform the work. The Contractor shall identify persons responsible for interface with the Government.

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

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

D.3.4. Corrective Action. The quality program must clearly define responsibility and procedures for corrective action if deficiencies in the services or resulting deliverables are found.

D.3.5. Quality Assurance Reporting. The Contractor shall prepare a Quality Assurance (QA) report to be submitted as part of the **60% stage**. This report shall identify the QA procedures used to review drawings and data for these submissions. This report shall also identify steps taken to coordinate all drawings and documents prepared by the Contractor and subcontractors. The report shall include:

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

D.3.6. Checking, Coordinating, and Integrating Drawings. Quality control procedures shall ensure that individual drawings and other documentation have been checked and that all documentation, including that of the supporting disciplines (such as civil, structural, mechanical, electrical) has been coordinated and integrated. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before document submittal.

D.3.7. Design-to Budget. The Contractor shall describe the procedure for meeting the design-to budget target. The procedure shall include a clear understanding of the cost implications during all design phases. The work of all subcontractors is to be included in the procedure.

## SECTION E - DELIVERIES OR PERFORMANCE

### E.1.0. PERIOD OF PERFORMANCE

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

### E.2.0. CONTRACTOR DELAYS

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

### E.3.0. DELIVERY SCHEDULE

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

| Item No. | Description | Days after effective date of order* |
|---|---|---|
| 1 | 35% Construction Documents | **10 days** |
| 2 | 60% Construction Documents | **10 days** |
| 3 | 100% Construction Documents | **10 days** |
| 4 | Monthly Progress Reports | Monthly |
| 5 | Quality Assurance and Control Plan | **7 days** |

### E.4.0. DELIVERABLES

E.4.1. The Contractor shall deliver design submittals to the COR at the following address:

**The Contracting Officer**
**U.S. Embassy Accra Ghana**
**No. 24 Fourth Circular**
**Cantonments**
**Accra**

E.4.2. Delivery of monthly reports shall be as follows: Three (3) copies to the COR at the following address:

**The Contracting Officer's Representative**
**U.S. Embassy Accra Ghana**
**No. 24 Fourth Circular**
**Cantonments**
**Accra**

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

## E.5.0. MONTHLY PROGRESS REPORT

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

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

## SECTION F - CONTRACT ADMINISTRATION

F.1.0. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is the **Facilities Manager**

F.1.1. Duties

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

F.2.0. INVOICING AND PAYING INSTRUCTIONS

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

F.2.2. The Contractor shall specifically identify its last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice shall also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, contact the COR.

F.2.3. Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items listed in Section A shall be made in accordance with FAR 52.232-1, "Payments." For reimbursable expenses listed in Section G, payment shall be made after an acceptable invoice has been submitted by the Contractor. The Contractor shall mail invoices to:

**The Financial Management Officer**
**U.S. Embassy Accra Ghana**
**No. 24 Fourth Circular**
**Cantonments**
**Accra**

Invoices shall reflect the contract number and the name of the COR.

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

## SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0. SECURITY

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

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

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

WARNING

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

**The Contracting Officer**
**U.S. Embassy Accra Ghana**
**No. 24 Fourth Circular**
**Cantonments**
**Accra**

G.1.3. Proposed and actual contract documents will only be disseminated on a strict need-to-know basis, and will not be further disseminated without prior authorization from the Department of State.

G.1.4. Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, will be responsible for these materials while in their possession, or that of any of their subcontractors. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.

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

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

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

G.2.0. DESIGN-TO-BUDGET

G.2.1. The Government has established a design-to-budget amount of **in USD 52,000** for construction of this project. This amount applies to construction of the project in the country where it will be located and is based on the midpoint when half of the estimated construction dollars have been spent. The estimated period of construction is **Two months**. The design-to-budget amount is the "estimated construction contract price for the project" referred to in FAR 52.236-22 "Design Within Funding Limitations," see H, Clauses.

G.2.2. Anything not listed as being included in the design-to-budget amount shall be considered excluded. By way of example, but not by limitation, this amount does not include:

- Allowances for Government Furnished Equipment
- Operations and maintenance
- Government project supervision during construction

G.3.0. CONSTRUCTION COST ESTIMATING

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

G.3.2. The Contractor shall prepare construction cost estimates with the same attention to detail as if the Contractor were bidding on the project as a construction contractor. The Contractor shall base estimates on the same construction contract conditions and specifications that will be used by the Government for procurement of the facilities being designed. Attached for reference are the model construction contract documents and procedures used by the Department of State.

G.3.3. The Contractor shall provide estimates of the cost of construction of the facilities described in the Scope of Work with each of the 35%, 60%, and 100% Construction Documents submittals. These estimates shall indicate the anticipated cost of construction of the facilities in the country and locale where such facilities are to be built at the estimated midpoint of construction in **USD or GHC.** Approval to proceed with

subsequent phases will not be granted until all budgetary issues are resolved. See "Design-to-Budget" and Section H, clause 52.236-22 titled "Design within Funding Limitations" for the estimated construction contract price and additional information on the use of construction cost estimates.

G.3.4. Reserved

G.3.5. The Contractor shall furnish quantities and pricing data for each section within each division showing labor, materials, overhead, and profit. The Contractor shall furnish a list of all foreign materials to be used in the facilities with their unit prices compared to prices for comparable U.S. materials. The costs for U.S. materials shall include, as a separate item, the estimated shipping costs to the site of construction. If the Contractor has specified a foreign material and there is no comparable U.S. material, the Contractor shall identify the material and the price of the foreign material used.

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

In addition to the clause of FAR 52.236-22, if at any time it is determined that the estimated cost of construction exceeds the design-to-budget amount, the Contracting Officer may direct the Contractor to perform redesign and other services as needed to reduce the estimated cost of construction to an amount that is within the design-to-budget amount. The Contractor shall perform redesign and other services no additional cost to the Government. The Contractor shall not be required to perform such redesign and other services at no cost to the Government if the Contracting Officer determines that the estimated cost of construction exceeds the design-to-budget amount for reasons beyond the reasonable control of the Contractor.

G.4.0. REIMBURSABLE EXPENSES

Reserved

G.5.0. ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

G.6.0. RELEASE OF INFORMATION

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

G.7.0. NOTIFICATION OF CHANGES

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

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

G.7.3. Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing within ten (10) days from the date the Contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the Contractor, the notice shall state -

(i) The date, nature and circumstances of the conduct regarded as a change;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(iii) The identification of any documents and the substance of any oral communication involved in such conduct;

(iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including –

- What contract line items have been or may be affected by the alleged change;
- What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

- To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

G.7.4. Continued Performance. Following submission of the notice required above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

G.7.5. Government Response. The Contracting Officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

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

G.7.6. Equitable Adjustments.

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

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

In the case of drawings, designs, or specifications that are defective and the Government is responsible, an equitable adjustment shall include the cost and time extension for the delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs, or specifications before the Contractor identified, or reasonably should

have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for a delay resulting from the Contractor's failure to provide notice or to continue performance as provided above.

G.7.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work.

SECTION H- CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses (please note these addresses are subject to change): *http://acquisition.gov/far/index.html* or *http://farsite.hill.af.mil/vffara.htm*.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at *http://www.statebuy.state.gov* to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

| CLAUSE | TITLE AND DATE |
|---|---|
| 52.202-1 | DEFINTIONS (NOV 2013) |
| 52.203-3 | GRATUITIES (APR 1984) |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013) |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) |
| 52.213-4 | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2014) |
| 52.222-19 | CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (FEB 2009) |

| | |
|---|---|
| 52.223-18 | ENFORCING CONTRACTOR POLICIES 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) |
| 52.227-17 | RIGHTS IN DATA – SPECIAL WORKS (DEC 2007) |
| 52.228-4 | WORKERS' COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984) |
| 52.229-6 | TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013) |
| 52.232-7 | PAYMENTS UNDER TIME-AND-MATERIALS AND MATERIALS LABOR-HOUR CONTRACTS (AUG 2012) |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) |
| 52.232-1 | PAYMENTS (AUG 1984) |
| 52.232-10 | PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010) |
| 52.232-11 | EXTRAS (APR 1984) |
| 52.232-18 | AVAILABILTY OF FUNDS (APR 1984) |
| 52.232-26 | PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JULY 2013) |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JULY 2013) |
| 52.233-1 | DISPUTES (MAY 2014) Alternate I (DEC 1991) |
| 52.233-3 | PROTEST AFTER AWARD (AUG 1996) |
| 52.236-22 | DESIGN WITHIN FUNDING LIMITATIONS (APR 1984) |

52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.242-14 SUSPENSION OF WORK (APR 1984)

52.243-1 CHANGES – FIXED PRICE (AUG 1987) *Alternate III (APR 1984)*

2.243-3 CHANGES – TIME-AND-MATERIAL OR LABOR-HOUR (SEPT 2000)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2014)

52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)

52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

52.249-14 EXCUSABLE DELAYS (APR 1984)

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

652.243-70 NOTICES (AUG 1999)

The following DOSAR clause(s) is/are provided in full text:

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 e-mail.

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

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

(End of clause)

## SECTION I - LIST OF ATTACHMENTS

***None***

SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

J.1.0. SUBMISSION OF QUOTATIONS

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

Summary of Instructions
Each quotation must consist of the following:

| Volume | Title | No. of Copies* |
|---|---|---|
| 1 | Executed Standard Form 18 (SF-18) | 3 |
| 2 | Price Proposal | 3 |

Submit the complete quotation to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 18.

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

Volume 2 shall contain:

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

2. A complete cost breakdown, including professional hours, materials, travel expenses, subcontractor costs, reproduction costs and all other costs related to the design and/or ancillary services required to perform of the work described previously.

3. Hourly rates for each professional category of each required discipline, as well as overhead, G&A, and profit shown as separate items. Submit the same information for any proposed subcontractors.

4. A copy of the most recent audit performed on the company's accounting system by an independent auditor or by a Government agency.

5. A copy of the firm's financial statement.

6. A copy of liability insurance policy covering errors and omissions.

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

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

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

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

| PROVISION | TITLE AND DATE |
|---|---|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT (JULY 2013) |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014) |
| 52.214-34 | SUBMISSIONS OF OFFERS IN THE ENGLISH LANGAUGE (APR 1991) |
| 52.215-1 | INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (JAN 2004) |

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer

(addressed as follows) by obtaining written and dated acknowledgment of receipt from
**The Contracting Officer**
**U.S. Embassy Accra Ghana**
**P.O. Box 194**
**Accra Ghana**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

J.4.0. FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past **2** years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

# SECTION K - EVALUATION CRITERIA

## K.1.0. EVALUATION PROCESS

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

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

## K.2.0. FIRM FIXED PRICES

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

## K.3.0. SEPARATE CHARGES

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

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

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

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
(2) On the date specified for receipt of proposal revisions.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER

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

(a) The offeror certifies that -

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN)

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

(e) Type of Organization

| | |
|---|---|
| | Sole Proprietorship |
| | Partnership |

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

(f) Common Parent

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

(End of provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541310 and 541330**.
(2) The small business size standard for **is $7.5 million dollars (541310), and $15 million dollars (541330)**.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
[ ] (i) Paragraph (d) applies.
[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.
(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations

that are for, or specify the use of, EPA–designated items.
(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.
(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.
(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
(2) The following certifications are applicable as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]
__ (i) 52.204-17, Ownership or Control of Offeror.
__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
__ (vi) 52.227-6, Royalty Information.
__ (A) Basic.
__(B) Alternate I.
__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this

solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause
# Title Date Change

_____ _____ _____

_____

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

(End of provision)

L.4 AUTHORIZED CONTRACT ADMINISTRATOR

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

| | |
|---|---|
| Name: | |
| Address: | |
| | |
| Telephone No.: | |

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

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

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

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

(b) The Contracting Officer has determined that for performance in the country of Ghana

☐ **X** Workers' compensation laws exist that will cover local nationals and third country nationals.

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

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

(d) RESERVED

(End of provision)