

## **SECTION A**

SF 1442 cover sheet as attached separately

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

### **B.1 SERVICES**

The Contractor shall provide all materials, equipment, labor, and construction services required for the Fabrication, Supply and Installation of two 12-kiloliter capacity Under Ground Petrol Storage Tanks in accordance with the Statement of Work referenced in Sections C and J, Technical Specifications, Drawings and all other documents incorporated into this contract. The contractor is to perform the services in accordance with the terms and conditions of this solicitation, and in strict conformance with the contract clauses and any special conditions contained herein.

### **B.2 TYPE OF CONTRACT**

This is a firm fixed-price contract payable entirely in the currency indicated by the Contractor in Section B.3. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government (see Sub-Section F.12, Excusable Delays) as determined and approved by the Contracting Officer.

The contractor is to perform the services in accordance with the terms and conditions of this solicitation, and in strict conformance with the contract clauses and any special conditions contained herein.

### **B.3 CONTRACT PRICE**

The Contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for the firm fixed-price indicated below and within the time specified herein. This price shall include all labor, materials, and insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance (which shall not be a direct reimbursement), profit, and if applicable, value added tax (VAT), and DBA insurance. Any costs not separately priced will be considered to be included in the overhead and other indirect costs.

**The offerors shall insert the prices and currency of their offer below:**

<u>CLIN</u>	<u>Description</u>	<u>Price</u>
0001	Fabrication, Supply and Installation of two 12-kiloliter capacity Under Ground Petrol Storage Tanks as per Statement of Work, see Section C, Specifications and Drawings, see section J, other indirect costs, costs for insurance (other than DBA), bonds, and profit:	
0002	Liaisoning work with the local authorities to obtain necessary license / permit to have these tanks and to receive the fuel from the local fuel companies as per Statement of Work, see Section C, Specifications and Drawings, see section J, other indirect costs, costs for insurance (other than DBA), bonds, and profit:	
0003	Value Added Tax (if applicable) (See Section B.4)	
0004	Defense Base Act Insurance (DBA): (If required; see Section I.8)	
	<u>TOTAL PRICE LINE ITEMS 0001 through 0003:</u>	

**B.4 VALUE ADDED TAX (VAT)**

If applicable, the contractor shall be responsible paying to the appropriate authority, the applicable rate of Value Added tax. Offerors shall identify Value Added Tax (VAT) as a separate line item in Section B. The VAT shall also be reflected as a separate cost item on all invoices submitted under the resulting contract. The Contractor will be reimbursed for VAT only to the extent contractor provides documentary proof that VAT has been paid to the host government up to the VAT amount included in Section B.3. Any refund of VAT to the contractor shall be paid over to the Government to the extent the Government reimbursed the contractor for the VAT payment.

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

### **C.1 CHARACTER AND SCOPE OF WORK**

The contractor shall provide all labor; equipment and materials to remove two existing steel underground storage tanks (USTs) and install two new double walled steel underground bulk fuel (petrol) storage tanks along with all necessary manifolds, intakes, fill lines, level indicators, sensors etc. at the proposed location in Chancery compound and remove the existing two tanks out of the USG facility. The new tanks are to be connected with the already laid piping from remote refill ports.

Both the new tanks shall be 12000 liters each to be used for gasoline. The new tanks installation work shall include all associated equipment for piping, valves, sumps and inventory monitoring and leak detection systems. Furthermore, a dual fuel dispenser and a canopy over the dispenser shall be installed in accordance with the specifications detailed in this document. The contractor is responsible for all aspects of the work necessary to deliver a complete functioning fuel delivery system that meets the performance criteria outlined below and the general replacement intent.

**Part A:** The contractor fabricates, provide and install two each Under Ground Storage Tanks per technical specifications provided below and remove the old tanks for disposal. Contractor shall provide all the necessary labor, equipment, materials, tests, certifications, and commissioning services required to complete this project.

This project shall be a replacement in kind turn-key project.

**Part B:** Contractor has to liaison with the local authorities to obtain necessary license / permit to have these tanks and to receive the fuel from the local fuel companies on regular basis, under this contract.

Contractor will be given 120 working days from the date of issue of Notice to Proceed to complete the project. A project schedule shall be provided by the contractor as a part of the proposal in response to this solicitation. The schedule shall be based on the number of days from notice of award, and should include milestones including, but not limited to, ordering of materials (tanks, piping, accessories, and monitoring system), delivery of materials to site, mobilization of labor and equipment to job site, site activities, completion of site work, new system startup, and training. The contractor will be responsible for delivering the new tanks to the installation site.

The contract Specifications/Statement of Work are set forth in Section J as Attachment 2 and the drawings are set forth in Section J as Attachment 3.

## C.2 DRAWINGS

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

## SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to the site as follows:

American Embassy  
Shanti Path, Chanakyapuri  
New Delhi – 110021, India

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

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 clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

### E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are

carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the weekly inspection reports to the COR.

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

**E.2.1 MONTHLY REPORT:** The Contractor shall submit to the COR a monthly progress report, along with the monthly invoice, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract.

**E.2.2. INSPECTION BY GOVERNMENT:** The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

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

### **E.3 SUBSTANTIAL COMPLETION**

#### **E.3.1 DEFINITIONS**

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor (upon receipt of written confirmation from contractor at least 12 days before the final completion of the project, this will include two days for COR to prepare punch list), on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

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

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

### **E.3.2 USE AND POSSESSION UPON SUBSTANTIAL COMPLETION**

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate shall be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

## **E.4 FINAL COMPLETION AND ACCEPTANCE**

### **E.4.1 DEFINITIONS**

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

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

### **E.4.2 FINAL INSPECTION AND TESTS**

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

### **E.4.3 FINAL ACCEPTANCE**

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

- (a) satisfactory completion of all required tests,
- (b) a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- (c) Submittal by the Contractor of all documents (original copies of physical inspection report for equipment, various test report carried out at different stages, warrantee certificates from manufacturer, as built drawings, approved submittals O&R manuals etc.) and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to:

- (a) Commence work under this contract within **15 calendar** days after the date the Contractor receives the notice to proceed,
- (b) Prosecute the work diligently, and
- (c) Complete the entire work ready for use not later than one hundred and twenty (120) working days after the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises and completion of “punch list” items provided by the COR of the contract.

### **F.2 CONTRACTOR DELAYS**

The project schedule is a key parameter of this project, and completion of the construction periods is a key to the project as a whole. Liquidated damages are part of this contract.

### **F.3 LIQUIDATED DAMAGES**

#### **F.3.1 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)**

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **\$100** for each day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

#### **F.3.2. ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES**

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

#### **F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES**

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "ten (10) days after receipt of an executed contract".

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

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

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

#### **F.5 DELIVERABLES**

Deliverable items called out in this contract shall be delivered in accordance with the following delivery schedule:

**CO = Contracting Officer**  
**COR = Contracting Officer's Representative**  
**CNTP = Construction Notice to Proceed:**

<b>Description</b>	<b>Quantity</b>	<b>Delivery Date</b>	<b>Deliver To:</b>
H.1.2. Bonds/Insurance	1	10 days after NTP	CO
H.12.1(d). Safety Plan	1	10 days after award	COR
E.2. Quality Assurance Plan	1	10 days after award	COR
F.4. Schedule for supply, installation, testing and commissioning	1	10 days after award	COR
H.15.1. Submittal Register	1	10 days after award	COR
F.13. Pre-construction performance Conference for fabrication, installation, testing and commissioning	1	10 days after award	COR
H.14.3. Biographic Data on Personnel	1	10 days after award	COR
E.2. Inspection Reports	1	3 days after end of weekly period	COR

G.3.2 Payment Request	1	Last day of each month	COR
E.2.1. & F.8 Monthly Progress Report	1	7 <sup>th</sup> day of the following month	COR
E.3.2. Request for Substantial Completion	1	12 days before final completion / completion date.	COR
H.4.4. As-built Drawings and Warranties	1	After final completion but before final acceptance	COR
E.4.3. Request for Final Acceptance	1	5 days before inspection	COR
F.10 Notice of Delay	1	Within 10 days after event	CO
F.11 Additional Hours	1	No later than 24 hours in advance of need	COR
H.2.4 Evidence of Insurance	1	10 days after NTP	CO
H.18.2 Differing Site Condition	1	Within 10 days of occurrence	CO

## **F.6 ACCEPTANCE OF SCHEDULE**

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, or (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

## **F.7 NOTICE TO PROCEED**

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

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

## **F.8 MONTHLY PROGRESS REPORT**

Monthly progress reports shall be submitted by the last 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, arising or occurring 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 change orders that have not been executed, and any other pertinent information required to report the progress of performance under this contract. Progress payments may be withheld until receipt of the Monthly Progress Report.

## **F.9 FAR 52.242-14 - SUSPENSION OF WORK (APR 1984)**

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

(1) By an act of the Contracting Officer in the administration of this contract, or

(2) By the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed --

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

## **F.10 NOTICE OF DELAY**

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the

approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give this notice not more than ten (10) days after the first event-giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

## F.11 WORKING HOURS

All work shall be performed during **8:30 to 18:30 from Monday to Saturday** except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

- (a) The Department of State observes the following days as holidays:

<u>HOLIDAY</u>	<u>TYPE</u>
New Year's Day	American
Martin Luther King's B'day	American
Presidents' Day	American
Holi	Indian
Ram Navami	Indian
Good Friday	Indian
Memorial Day	American
Independence Day	American
Raksha Bandhan	Indian
Independence Day	Indian
Janmashtami	Indian
Labor Day	American
Mahatma Gandhi's Birthday	Indian
Columbus Day	American
Diwali	Indian
Guru Nanak's Birthday	Indian
Veterans' Day	American
Idu'l Fitr	Indian
Thanksgiving Day	American
Christmas Day	American

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday,

no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

## **F.12 EXCUSABLE DELAYS**

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

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

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

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

## **F.13 PRE CONSTRUCTION CONFERENCE**

A preconstruction conference for fabrication, installation, testing and commissioning, will be held 10 days after contract award at FMS Conference Room, American embassy, Gate 'C', Chandragupta Marg, New Delhi to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect supply, installation, testing and commissioning work progress. The date and time shall be informed to the contractor, after award of the contract, via E-mail or telephonically, by Contracting Officer's Representative (COR) of the contract. See FAR 52.236-26, Pre-Construction Conference in Section I CONTRACT CLAUSES.

Please note that before commencement of the work the contractor will provide a fabrication, installation, testing and commissioning schedule. This schedule should list time lines to include substantial/ final completion/ punch list times and any other times that require any types of deliverables. This schedule shall be prepared by the contractor in due coordination with the COR. The contractor should coordinate with the COR to discuss and agree on the schedule before commencement of the project. COR should plan for this schedule accordingly. Due to unforeseen circumstance that could arise during these projects this schedule will be flexible and can change as long as COR and the contractor both agree on any changes.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 AUTHORITY OF CONTRACTING OFFICER**

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual.

### **G.2 MONITORING OF THE CONTRACTOR**

#### **G.2.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)**

(a) The Contracting Officer may designate in writing one or more Government employees, by 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 Management Officer**

#### **G.2.2 DUTIES**

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

### **G.3 PAYMENT**

#### **G.3.1 GENERAL**

The Contractor's attention is directed to Section I.11 FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts".

#### **G.3.2 DETAIL OF PAYMENT REQUESTS**

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Government will make payments no more frequently than monthly, unless otherwise provided in this contract. The Contractor shall address invoices to:

**Financial Management Officer**  
**U. S. Embassy, New Delhi, India**  
**Shantipath, Chanakyapuri**  
**New Delhi, India – 110021**  
List Contract Number \_\_\_\_\_

#### **G.3.3 PAYMENTS TO SUBCONTRACTORS**

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made to subcontractors and suppliers following the Contractor's contractual arrangements with them.

#### **G.3.4 EVALUATION BY THE CONTRACTING OFFICER**

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

#### **G.3.5 ADDITIONAL WITHHOLDING**

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and

(d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

### **G.3.6. PAYMENT**

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

### **G.3.7 ADVANCE PAYMENT**

Advance Payments **shall not** be authorized during the performance of this contract.

## **G.4 Value Added Tax (VAT)**

The Contractor shall identify Value Added Tax (VAT) as a separate line item in Attachment 2, Breakdown of Proposal Price. The Contractor shall also show VAT as a separate charge on invoices submitted.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 BONDS REQUIREMENTS**

#### **H.1.1 BONDS REQUIRED**

The Contractor shall furnish two bank guaranties, one in the amount 20% of the contract price as a performance surety, and one in the amount of 20% of the contract price as a payment surety, totaling to 40% of the contract price during performance of the contract. Upon final completion and acceptance of the contracted work by the U.S. Government, the entire amount of the guaranty shall be reduced to 10% of the contract value as performance guaranty, which will remain in effect until **five years** from the date of final acceptance, or (2) comparable alternate performance security (irrevocable letter of credit) approved by the Government such as letter of credit/guaranty shown in Section J.

#### **H.1.2 TIME FOR SUBMISSION**

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

#### **H.1.3 COVERAGE**

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

#### **H.1.4 DURATION OF COVERAGE**

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for **five years** after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

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

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

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

## **H.2 INSURANCE**

### **H.2.1 AMOUNT OF INSURANCE**

The Contractor is required by FAR 52.228-5 to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

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

Per Occurrence	Rs.100,000
Cumulative	Rs.1,000,000

2. Property Damage on or off the site in INR:

Per Occurrence	Rs.100,000
Cumulative	Rs.1,000,000

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

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

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

## **H.2.2 GOVERNMENT AS ADDITIONAL INSURED**

The general liability policy required of the Contractor shall name "the United States of America", as an additional insured with respect to operations performed under this contract.

## **H.2.3 INSURANCE-RELATED DISPUTES**

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work.

## **H.2.4 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE**

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

## **H.3 DEFINITIONS**

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

(a) Contract Drawings or Drawings, where indicated by the context, means those drawings specifically listed in the construction contract or as later incorporated into the contract by contract modification.

(b) Day means a calendar day unless otherwise specifically indicated.

(c) Host Country means the country in which the project is located.

(d) Government-Furnished Property means property in the possession of, or directly acquired by the Government and subsequently made available to the Contractor. Government-Furnished Property includes Government-Furnished materials and Government-Furnished Equipment.

(e) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.

(f) Notice to Proceed means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.

(g) Other Submittals includes progress schedules, shop drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

(h) Project Data includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(i) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

(j) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

(k) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

(l) Work means any and all permanent construction which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

(m) IAW means “in accordance with”.

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

### **H.4.1 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND MODELS**

(a) **OWNERSHIP.** All specifications, drawings, and copies thereof, and models, are the property of the Government.

(b) **USE AND RETURN.** The contractor shall not use or allow others to use the documents described in (a) above on other work. The Contractor shall return or account for the signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

### **H.4.2 SUPPLEMENTAL DOCUMENTS**

The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to

interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless the Contractor makes objection within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

#### **H.4.3 RECORD DOCUMENTS**

The Contractor shall maintain at the project site:

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

#### **H.4.4 "AS-BUILT" DOCUMENTS**

After final completion of the work, but before final acceptance, the Contractor shall provide:

- complete set of "as-built" drawings, based on the record set of drawings, marked to show the details of construction as actually accomplished; and
- record shop drawings and other submittals (original copies of physical inspection and test reports for equipment, various test report carried out at different stages, warrantee certificates from manufacturer, as built drawings, approved submittals O&R manuals etc.) in the number and form as required by the specifications.

#### **H.5 SECURITY**

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

- (a) All documents received or generated under the contract are the property of the US Government.
- (b) All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution is prohibited without express approval of the US Government. All design and construction documents generated shall be annotated as follows:

### **WARNING**

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

(c) All documents shall be marked and handled in strict accordance with all applicable requirements and regulations. Proposed and actual contract documents shall only be disseminated on a strict need—to—know basis, and shall not be further disseminated without prior authorization from the US Government.

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

(e) The US Government shall be afforded the opportunity to review all photographs and/or 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 is authorized without specific advance written approval from the US Government.

(f) The US Government reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

## **H.6 GOVERNING LAW**

This contract and the interpretation thereof shall be governed by the laws of the United States of America.

## **H.7 LANGUAGE PROFICIENCY**

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

## **H.8 LAWS AND REGULATIONS**

### **H.8.1 COMPLIANCE REQUIRED**

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

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

### **H.8.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS**

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

### **H.8.3 SUBCONTRACTORS**

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

### **H.8.4 EVIDENCE OF COMPLIANCE**

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause when directed by the Contracting Officer.

## **H.9 RESPONSIBILITY OF CONTRACTOR**

### **H.9.1 DAMAGE TO PERSONS OR PROPERTY**

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

### **H.9.2 RESPONSIBILITY FOR WORK PERFORMED**

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

## **H.10 CONSTRUCTION OPERATIONS**

### **H.10.1 OPERATIONS AND STORAGE AREAS**

(a) CONFINEMENT TO AUTHORIZED AREAS. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

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

## **H.10.2 USE OF PREMISES**

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

(b) Requests from occupants. The Contractor shall refer any request from occupants of existing buildings to change the sequence of work to the Contracting Officer for determination.

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

## **H.11 TEMPORARY FACILITIES AND SERVICES**

The Contractor may erect temporary buildings (such as, storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The cost of these temporary buildings is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

## **H.12 SAFETY**

### **H.12.1 DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)**

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

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:

- (i) Scaffolding;
- (ii) Work at heights above two (2) meters;
- (iii) Trenching or other excavation greater than one (1) meter in depth;
- (iv) Earth moving equipment;
- (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (viii) Hazardous noise levels.

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

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

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

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

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

(e) Notification. The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly

take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

### **H.13 SUBCONTRACTORS AND SUPPLIERS**

#### **H.13.1 CLAIMS AND ENCUMBRANCES**

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

#### **H.13.2 APPROVAL OF SUBCONTRACTORS**

(a) REVIEW AND APPROVAL. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors.

(b) REJECTION OF SUBCONTRACTORS. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

### **H.14 CONSTRUCTION PERSONNEL**

#### **H.14.1 Key Personnel**

a) The Contractor shall assign to this contract the following key person to the identified position/function:

<b>Position/Function</b>	<b>Name</b>
Project Manager	
Project Engineer	
Site Superintendent	

The offeror shall provide a detailed resume and the experience of these individuals. If these individuals are not current employees provide a letter of intent. All off the above are considered to be Key personnel and are required to be able to read, write, speak and understand English, the contractor shall provide proof with their submittal.

To be submitted with original offer. See section L.6.2.3 Volume III.

b) During the entire performance period of this contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph H.14.2 to the Contracting Officer at least 15 days prior to making any permanent substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the substitution. This clause will be modified to reflect any changes in key personnel.

#### **H.14.2 REMOVAL OF PERSONNEL**

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

#### **H.14.3 CONSTRUCTION PERSONNEL SECURITY**

After award of the contract, the Contractor shall have ten days to submit to the Contracting Officer a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take 15 to 20 days to perform. For each individual the list shall include:

Full Name  
Place and Date of Birth  
Current Address  
Identification number

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

## **H.15 MATERIALS AND EQUIPMENT**

### **H.15.1 SELECTION AND APPROVAL OF MATERIALS**

(a) **STANDARD TO QUALITY.** All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection.

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

### **H.15.2 CUSTODY OF MATERIALS**

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project.

### **H.15.3 BASIS OF CONTRACT PRICE**

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of

execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

#### **H.15.4 SUBSTITUTIONS**

(a) **PRIOR APPROVAL REQUIRED.** The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must accompany any substitution request including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

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

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

#### **H.15.5 "OR-EQUAL CLAUSE"**

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

#### **H.15.6 USE AND TESTING OF SAMPLES**

("Samples" include materials and equipment.)

(a) **USE.** The Contractor shall send approved samples not destroyed in testing to the Contracting Officer. Those which are in good condition will be marked for

identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) **FAILURE OF SAMPLES.** If a sample fails to pass the specified tests described in this contract, any further samples of the same brand or make of that material or equipment may not be considered for use in performance under this contract.

(c) **TAKING AND TESTING OF SAMPLES.** Samples delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) **COST OF ADDITIONAL TESTING BY THE GOVERNMENT.** When additional tests of samples are performed, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

## **H.16 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL**

### **H.16.1 SHIPMENT AND CUSTOMS CLEARANCE**

(a) **Costs to be borne by Contractor.** The Contractor is responsible for paying all charges incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties specified below), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) **Duty-free clearance.** The Contractor shall not be responsible for customs duties for which the Government has been able to obtain a customs waiver. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which

(1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,

(2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or

(3) are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.

(c) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

## **H.16.2 SURPLUS MATERIALS**

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

## **H.17 SPECIAL WARRANTIES**

### **H.17.1 SPECIAL WARRANTY OBLIGATIONS**

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

### **H.17.2 WARRANTY INFORMATION**

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

## **H.18 EQUITABLE ADJUSTMENTS**

### **H.18.1 BASIS FOR EQUITABLE ADJUSTMENTS**

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

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

#### **H.18.2 DIFFERING SITE CONDITION NOTICE**

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

#### **H.18.3 DOCUMENTATION OF PROPOSALS FOR EQUITABLE ADJUSTMENTS**

(a) **ITEMIZATION OF PROPOSALS AND REQUESTS.** The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting Officer. The request shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) **PROPOSED TIME ADJUSTMENTS.** The Contractor shall submit a proposed time extension (if applicable) with any request for an equitable adjustment or change proposal. The request shall include sufficient information to demonstrate whether and to what extent the change will delay the completion of the contract.

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

#### **H.19 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to

suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

## **H.20 ZONING APPROVALS AND BUILDING PERMITS**

The Government is responsible for:

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

## **H.21 ASSIGNMENT**

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

## **H.22 AVAILABILITY OF FUNDS**

The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and until the Contractor receives written notice from the Contracting Officer confirming such availability.

## **H.23 ASBESTOS-CONTAINING MATERIALS RESTRICTION**

Asbestos-free materials shall be used. The Government reserves the right at no additional cost to the Government to disapprove and to disallow the installation of any item containing asbestos.

## **H.24 FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty (20)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

## SECTION I - CONTRACT CLAUSES

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

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

These addresses are subject to change. 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 see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS(JULY 2013)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA- MODIFICATIONS (OCT 2010)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUNE 2013)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
- 52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2008)

- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228 -4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)
- 52.228-14 IRREVOCABLE LETTERS OF CREDIT (NOV 2014)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACT (JULY 2013)
- 52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -  
SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014), Alternate I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT  
CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATIONS AND CONDITIONS  
AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES  
EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR  
CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 BANKRUPTCY (JULY 1995)

- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) – Alternate II (APR 1984)
- 52.243-4 CHANGES (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2014)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES  
(APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE  
2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (APR 1984)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-  
PRICE) (APR 2012) *Alternate I (SEPT 1996)*
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.249-10 DEFAULT (FIXED PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

**The following clauses are set forth in full text:**

**1.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR  
ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**

(a) If the Government receives information that a contractor or a person has violated [41 U.S.C. 2102-2104](#), Restrictions on Obtaining and Disclosing Certain Information, the Government may—

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which—

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates [41 U.S.C. 2102](#) for the purpose of either—

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under [41 U.S.C. 2105\(a\)](#).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

### **I.3 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION** **(OCT 2010)**

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

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

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

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

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

#### **I.4 652.204-70 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>.

#### **I.5 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)**

(a) Definitions. As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

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

“Commercially available off-the-shelf (COTS) item” means—

- (1) Any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

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

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

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

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

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

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

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

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

“Severe forms of trafficking in persons” means—

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

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

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

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

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

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

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

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of

employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

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

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

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also [18 U.S.C. 1351](#), Fraud in Foreign Labor Contracting, and [52.203-13\(b\)\(3\)\(i\)\(A\)](#), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

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

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

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

(5) Declining to exercise available options under the contract;

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

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 ([22 U.S.C. chapter 78](#)), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

**I.6 FAR 52.225-13 - RESTRICTIONS ON CERTAIN FOREIGN PURCHASES**  
**(JUN 2008)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying

areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

**I.7 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)**

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

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

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

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

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her

activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

**I.8 DOSAR 652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (FEB 2015)**

(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 directly from a Department of Labor (DOL) approved insurance provider. Approved providers can be found at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

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

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

(i) Contract number;

(ii) Name of Contractor;

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

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

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

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

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

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

**I.9 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS  
WITHIN THE UNITED STATES (JUL 1988)**

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

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

**I.10 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD  
(AUG 1999)**

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

**I.11 FAR 52.232-5 PAYMENTS UNDER FIXED PRICE CONSTRUCTION  
CONTRACTS (MAY 2014)**

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if—

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

---

(Name)

---

(Title)

---

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall—

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until—

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as—

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after—

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 ([31 U.S.C. 3727](#) and [41 U.S.C. 6305](#)).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR [Subpart 2.1](#), including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with [31 U.S.C. 3903\(c\)\(1\)](#), the amount payable under paragraph (d)(2) of this clause shall be—

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

**L.12 652.236-70 ACCIDENT PREVENTION (APR 2004)**

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

(1) Provide appropriate safety barricades, signs and signal lights;

(2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;

(ii) Work at heights above two (2) meters;

(iii) Trenching or other excavation greater than one (1) meter in depth;

(iv) Earth moving equipment;

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

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

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

(viii) Hazardous noise levels.

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

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

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

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

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

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

**I.13 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)**

(a) The Department of State observes the following days as holidays:

(a) The Department of State observes the following days as holidays:

New Year's Day	American
Martin Luther King's Birthday	American
Republic Day	Indian
Washington's Birthday	American
Id-e-Milad	Indian

Holi	Indian
Good Friday	Indian
Memorial Day	American
American Independence Day	American
Raksha Bandhan	Indian
Indian Independence Day	Indian
Janmashtami	Indian
Labor Day	American
Id-ul-Fitr	Indian
Dussehra	Indian
Mahatma Gandhi's Birthday	Indian
Diwali	Indian
Columbus Day	American
Guru Nanak's birthday	Indian
Veterans Day	American
Thanksgiving Day	American
Id-ul-Zuha	Indian
Christmas Day	American

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any “Excusable Delays” clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

**I.14 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)**

(a) The Contractor warrants the following:

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

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

**I.15 652.243-70 NOTICES (AUG 1999)**

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

**I.16 CONTRACTOR IDENTIFICATION (JULY 2008)**

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;

- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

### SECTION J - LIST OF ATTACHMENTS

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION OF ATTACHMENT</b>	<b>NO. PAGES</b>
Attachment 1	Sample Bank Letter of Guaranty for payment security of subcontractors and/or supplies and performance guaranty	2
Attachment 2	Statement Of Work (SOW) / Technical Specifications	22
Attachment 3	Drawings A01 – Part Layout Plan A02 – detailed Plan of Double Jacketed Diesel Tank With Accessories A03 – Detailed Location of Metal Straps and Accessories A04 – Section of the Tank A05 - Details	5
Attachment 4	Safety Standard Sheet	3

**ATTACHMENT #1 (SECTION J)**  
**SAMPLE LETTER OF BANK GUARANTY FOR PAYMENT SERCURITY OF**  
**SUBCONTRACTOR AND/OR SUPPLIERS**

Place [     ] ]

Date [     ] ]

Contracting Officer  
U.S. Embassy, New Delhi  
Shanti Path, Chankyapuri  
New Delhi, India-110021

Letter of Guaranty No. \_\_\_\_\_

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of **[Amount equal to 20% of the contract price in INR during the period ending with the date of final acceptance]**, which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely payments to subcontractors and contractor's suppliers of the said contract **[contract number]** for **[description of work]** at **[location of work]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of contractor]** of **[address of contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

\_\_\_\_\_  
Depository Institution: **[Name]**

Address:

Location: \_\_\_\_\_

Representative(s): \_\_\_\_\_ State of Inc.: \_\_\_\_\_

\_\_\_\_\_ Corporate Seal:  
\_\_\_\_\_

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

**SAMPLE PERFORMANCE BANK GUARANTY**

Place [     ] ]  
Date [     ] ]

Contracting Officer  
U.S. Embassy, New Delhi  
ShantiPath Chankyapuri  
New Delhi, India - 110021

Bank Guaranty No. \_\_\_\_\_

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of **[Amount equal to 20% of the contract price in INR during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period as performance guaranty]** which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[contract number]** for **[description of work]** at **[location of work]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of contractor]** of **[address of contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment. This guaranty is in accordance with the payment bond/guarantee requirement, per Paragraph H.1 of Section H, and Paragraph I.3 of Section I in the contract. Upon final acceptance of the contracted work by the U.S. Government, the entire amount of the guaranty shall be reduced to 10% of the contract value as performance guaranty, which will remain in effect until five years from the date of final acceptance.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement. The guaranty period of the contract is one year from the date of final acceptance of the contracted work by the U.S. Government.

\_\_\_\_\_  
Depository Institution: **[Name]**  
Address: \_\_\_\_\_ Location: \_\_\_\_\_  
Representative(s): \_\_\_\_\_ State of Inc.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Corporate Seal:  
\_\_\_\_\_

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

## ATTACHMENT # 2

### **Statement Of Work (SOW) / Technical Specifications**

#### **Project: Fabrication, Supply and Installation of 12-kiloliter capacity Under Ground Petrol Storage Tanks at Chancery Compound, American Embassy, New Delhi.**

##### 1.0 Brief Description of the Project

The contractor shall provide all labor; equipment and materials to remove two existing steel underground storage tanks (USTs) and install two new double walled steel underground bulk fuel (petrol) storage tanks along with all necessary manifolds, intakes, fill lines, level indicators, sensors etc. at the proposed location in Chancery compound and remove the existing two tanks out of the USG facility. The new tanks are to be connected with the already laid piping from remote refill ports.

Both the new tanks shall be 12000 liters each to be used for gasoline. The new tanks installation work shall include all associated equipment for piping, valves, sumps and inventory monitoring and leak detection systems. Furthermore, a dual fuel dispenser and a canopy over the dispenser shall be installed in accordance with the specifications detailed in this document. The contractor is responsible for all aspects of the work necessary to deliver a complete functioning fuel delivery system that meets the performance criteria outlined below and the general replacement intent.

##### 2.0 Scope of Services

**Part A:** The contractor fabricates, provide and install two each Under Ground Storage Tanks per technical specifications provided below and remove the old tanks for disposal. Contractor shall provide all the necessary labor, equipment, materials, tests, certifications, and commissioning services required to complete this project.

This project shall be a replacement in kind turn-key project.

**Part B:** Contractor has to liaison with the local authorities to obtain necessary license / permit to have these tanks and to receive the fuel from the local fuel companies on regular basis, under this contract.

A project schedule shall be provided by the contractor as a part of the proposal in response to this solicitation. The schedule shall be based on the number of days from notice of award, and should include milestones including, but not limited to, ordering of materials (tanks, piping, accessories, and monitoring system), delivery of materials to site, mobilization of labor and equipment to job site, site activities, completion of site work, new system startup, and training. The contractor will be responsible for delivering the new tanks to the installation site.

COR for this project is Mr. George Robb (Senior Facility Manager). The contractor shall submit all plans and product specifications regarding this project to the COR for approval prior to the start of the project. No work shall be performed without the approval of the submitted plans and specifications.

A contractor and his workers security clearance is required for this project.

The scope of services required includes, but is not limited to, the following:

## 2.1 **Site Visit**

The contractor shall conduct an initial site visit to obtain an overview of the project and document the existing job conditions to allow for proper planning, replacement, design, cost estimating and scheduling/coordination of work. The contractor shall obtain all in-situ data, drawings, dimensions and measurements required for material estimation for the UST systems during the site visit.

## 2.2 **Transfer of Fuel**

Contractor shall assist USG to transfer the fuel in the available mobile fuel delivery tanker with USG.

### 2.2.1 **Barricading**

- a. Contractor should barricade the entire construction area with 8ft high metallic fence comprising of plain GI sheet (24 gauge) supported with MS angle frame work (1 1/2" X 1 1/2" X 1/8" @ 6' c/c), taking into consideration the needs/functions and safety of the occupants in the vicinity of work area. Contractor shall provide access gate in the barricading on both the sides of the site. See attached drawing no. # 1 for layout of the barricading. Barricading shall be painted with two coats of Embassy white paint from ASIAN. Contractor will be responsible for locking and making the site un-accessible after office hours, every day. One set of keys for the lock put on the door in barricading shall be given to FMS to handle the emergency situations.
- b. Contractor shall install lighting (sufficient to show the barricading around the site) and illuminated signs on the newly installed barricades as a safety precaution in the night for the commuter of that area (contractor will arrange all necessary wiring and extension boards, if required, to complete the job in satisfactory manner). Also contractor shall install directive signs indicating new route for the gas station for the customers.

### 2.2.2 **CIVIL WORK**

Following specification shall be read in reference to attached drawings. Contractor shall refer IS 456 (revised) for standards.

All concrete work shall be done with M-20 grade concrete

**Note:** This SOW shall be read in reference with the attached detailed Drawings (A-01 to A-05). Material specifications are provided at the end of the SOW.

**Excavation:**

- a. Contractor shall demolish the concrete paving in the driveway and excavate the area to make provision for installation of the new tanks. Size for excavation is 8m (length) X 4.25m (width) X 3.8m (deep) for each tank.
- b. Above dimensions are the dimensions for the tanks, contractor shall take in to consideration the space required for shoring of the excavated walls to rule out the possibility of adjoin earth caving in to the excavated pit.
- c. Contractor shall follow excerpts (attached with the SOW) from EM-385-1-1 for the shoring practices.
- d. There are existing double walled metal supply lines running in a trench on the perimeter of the area under this scope. Contractor has to ensure safety of the trench during this project. Any damage to the trench or pipeline in it shall be contractor's responsibility and shall be repaired back matching to existing by the contractor at no additional cost to the contractor.
- e. Remove and dispose debris and unused materials away from the embassy compound as per the directives of the COR.

**3.0 Construction of new Foundation Pads**

Read the following specifications along with attached drawings and general notes specified at the end of civil work.

- a) After excavating the earth for the installation of the new tank, the contractor shall compact the earth mechanically to achieve maximum compaction.
- b) Contractor shall carry out Proctor Test in order to determine the compactness of the soil beneath. The test result shall vary between 95% - 100%.
- c) Provide and lay 8m (long) X 4.25m (wide) X 0.1m thick P C C (plain cement concrete) on the well-compacted earth. Contractor shall embed welded wire mesh (1" square) in single layer while pouring the concrete to take care of temperature stresses.
- d) Contractor shall make keys in the freshly laid PCC to act as bond points for the RCC layer to come above it. Also shall use bonding agent on the PCC layer for good adherence for the concrete layer above.
- e) Provide and construct 300mm thick RCC (Reinforced cement concrete) base slab over the P.C. C. layer.
- f) Reinforcement for the slab shall be laid as per attached drawings. Contractor shall make provision for the reinforcement of RCC wall from the base slab. Contractor shall use 40mm

concrete spacer blocks to maintain the mandatory clear cover between the concrete surface all round and the steel.

### **3.1 Concrete Walls**

Contractor shall construct RCC wall on the base slab for the tank as per details shown in attached drawing A-.

### **3.2 Top Slab**

- a. Contractor shall cast 400mm thick concrete slab over newly installed tank. Top level of the slab shall be matching to existing level of the driveway. Contractor shall make provision for two 900 mm X 900 mm and 900 mm X 600 mm openings respectively to access all the controls and manholes installed on the tank. These holes shall be covered with 15mm thick MS plate covers with hinge arrangements for opening. These covers shall be watertight and shall be painted black as a base color and text “diesel tank manhole” shall be written with white color of make Asian. The slab shall be supported with 450mm thick brick walls on the edges of the two openings. See attached drawing A-05 for the details.
- b. Contractor shall grout three each Turn Buckle anchors in the base slab on both sides of the tank to hold straps for the tank. These buckles shall be grouted during pouring of the base slab concrete. Straps shall be made from 3” (wide) X 8-mm (thick) MS flat. Drawing A-03 showing the location of and specification for the turnbuckle is attached with the scope.

**Note:** Place new tank on fine sand cushion over the base slab, fill fine sand (salt free) as a back fill around the new tank, and finish all builder work as detailed on the attached tank installation drawing A-04.

- c. Provide and install 100mm diameter schedule 40 seamless steel pipes for any further connections with the existing fuel delivery pipes.
- d. Construct 300mm X 300mm X 300mm masonry manholes with mild steel cover plates (heavy duty and watertight) for each monitoring well.
- e. Make good all existing masonry/concrete work including excavation and back filling of Salt free sand up to the required depths after joining/termination of fuel pipes in the bulk storage tanks (see following specification for the trench).
- f. Clean the work area; remove all surplus soil and any kind of malba from the site.
- g. Contractor shall provide test certificates for all the mechanical equipment’s installed in the system.
- h. Contractor shall take prior approval / inspection for the reinforcement tied in the

specified areas on the basis of SOW from COR before pouring concrete in there.

#### **4.0 UST Installation**

The contractor shall use an experienced crew to install two new USTs (12,000 liters each). The UST system shall be installed in accordance with the requirements of this section, local requirements, and all UST manufacturers' installation guidelines and specifications. The contractor shall be responsible for all the work and quality control associated with the installation of the new USTs. The two new USTs shall be installed in the location of the existing USTs (which shall be removed). This work includes, but is not limited to, the following:

##### **4.1 UST Specifications**

The two new USTs shall be double wall polymer (please refer attached Annex #1 for the details of exterior coating) jacketed steel tanks. One new UST shall have a nominal capacity of approximately 12,000 liters. The new tank should not be special ordered due to its size. A standard size that is close to the required capacity shall suffice. This UST shall be used to store gasoline and shall be connected to the newly installed fuel dispenser.

##### **4.2 Tank Shipment / Transportation**

The contractor shall be responsible for moving and delivering the new USTs to their respective location for installation. The contractor shall take full responsibility for the condition of the USTs. If the tanks are damaged during transport or installation, the tanks will be repaired by the contractor and recertified by the manufacturer at no cost to the USG. If the tanks are beyond repair, they will be replaced by the contractor at no cost to the Embassy.

The instructions given in the UST manufacturer's installation manual shall strictly govern all movement and temporary placement of USTs from the point of distribution to the point of installation. The USTs shall be moved only using the manufacturer's specific guidelines. The USTs shall not be moved with chains or cables around the tank, and shall not be rolled or dropped.

##### **4.3 Pre-Installation Testing**

The contractor shall test the new USTs at their facility, during the fabrication process, in presence of COR or COTR, and once it is deemed complete from their end.

Contractor shall carry out dye penetration test for all the welding joints and pressure test for the end plates.

The contractor shall pressure test per manufacturer instructions. Tanks shall be shipped under vacuum. They should have the same vacuum once they arrive on site.

#### **4.4 Excavation Preparation and Support**

During or prior to testing activities, the excavation area for the new USTs shall be made ready to accept the tank. At a minimum, the sidewalls of the excavation shall be 610 mm away from the sides and ends of the UST. There shall be a minimum of 18 inches between the two USTs. The excavation shall be sloped, benched, or shored as necessary to allow safe entry into the excavation and to prevent cave-ins. The contractor is responsible for all excavation means and methods, including sheeting/shoring, and shall ensure the safety of workers in and around the excavation at all times. The contractor shall ensure the structural safety of the adjacent buildings.

#### **4.5 Burial Depth and Cover**

The top of the USTs shall not be buried at a depth that exceeds 2.1 meters from the ground surface. The burial depth shall be sufficient to prevent tank float when combined with tank anchoring, and to allow sloping of product piping from the connection point at the building back to the tank at a minimum of 1 percent. A minimum of 300 mm of bedding material shall be placed beneath the tank over a 300 mm thick concrete hold-down slab.

Backfill over the USTs shall be determined by the type of final ground cover (sod and soil versus concrete or pavement), the diameter of the tank, and the anticipated loads over the tank. Manufacturer's instructions shall be consulted prior to preparing the excavation to determine the UST burial depth needed based on the site conditions when calculating tank buoyancy versus hold down forces assuming an empty tank and a completely flooded excavation. The hold down forces due to tank overburden and tank anchoring shall exceed buoyancy by a factor of at least 1.5. The UST shall be buried and covered in accordance with manufacturer specifications. Contractor should pay specific attention to placement and direction of tank when considering pipe layout.

#### **4.6 Anchoring of Tanks**

USTs shall be mechanically anchored with MS flat straps per arrangement shown in the attached drawing A-03 with the buckles already grouted in the base slab. The anchorage shall be able to restrain the tanks to float assuming a completely flooded tank excavation.

The excavation shall have a suitably prepared bed, and the tank shall not be dumped or dropped, but shall be carefully placed. The USTs shall be secured using manufacturer approved hold down anchor straps placed at the manufacturer-designated locations on the UST if anchoring is employed. The UST shall be checked for deflection by measuring the tank diameter before and after tightening the anchor straps.

#### **4.7 Backfilling and Site Restoration**

The excavation shall be dewatered, if necessary, to provide a stable base to begin backfilling. Excavation support might be required prior to backfilling and is the responsibility of the contractor.

Uncontaminated soil may be used as backfill in the UST excavation so long as the material meets manufacturer's recommendations and the backfill criteria specified below.

The USTs shall be handled in a manner that will prevent damage to the UST coating by impact or abrasion. Tank bedding and backfill material shall consist of salt free sand duly compacted all around the newly installed tanks. Tank backfill shall cover the tank by not less than 305 mm. Backfill material shall be tamped thoroughly in courses of 300 mm layers. No foreign material, such as broken bricks, cinder blocks, cobbles, etc., shall be permitted in the backfill. Backfill must also not contain any ash, cinders, ironite, or other corrosive material.

If native soils outside the limits of excavation are unstable, and/or may have the ability to wash into the tank bedding/backfill, then the tank excavation will be lined with filter fabric prior to bedding the hole with manufacturer's approved material. The contractor is to assume this is necessary.

Following backfilling, the site shall be restored to match existing conditions with concrete top slab. The contractor is responsible to ensure the level of the new concrete matches the existing concrete level.

## **5.0 Existing Tank Removal**

There are two (2) existing 12000 liters gasoline USTs on site that shall be removed. The Contractor shall develop a detailed site-specific UST removal plan.

The contractor shall use an experienced crew to remove the tanks and all associated accessories (especially the existing vent pipe). The contractor shall be responsible for all of the work associated with the removal of the existing USTs. This work includes, but is not limited to:

### **5.1 Site Preparation**

After the receipt of the delivery order and when all preparation and planning activities are complete, a crew shall be dispatched to the site on the scheduled start date. Necessary equipment shall be mobilized and coordinated to arrive on site at or before the scheduled start date. The crew superintendent shall check in with the facility contact upon arrival at the site to introduce himself and his crew, and verify activities to be conducted. He shall ensure that no unplanned facility operations are being conducted that would interfere with the UST work and that the contractor is still cleared to proceed with the work.

Before work is initiated, the crew shall identify the limits of work, establish work zones, and install appropriate safety fencing, temporary chain link fencing, barricades, and signage, if needed. Work zones shall be clearly demarcated and areas for staging and stockpiling contaminated and non-contaminated soil shall be identified.

Erosion and sediment controls shall be established at each work and stockpile area and also at storm-water drainage inlets to prevent runoff from entering the excavation and eliminate sediments from accumulating in the catch basins.

## 5.2 **Removal of Old Tanks and Disposal**

Removal of the old tanks along with the unusable sludge inside the tanks from the Embassy site and disposal of the same per local government regulations outside the embassy shall be contractor's responsibility.

## 5.3 **UST Inerting and Cleaning**

After transfer of useable product, existing product lines are to be drained back to the tank and flushed. Fuel residue and/or sludge shall be removed, and the UST interior shall be flushed / rinsed with water. Residue and wastewater shall be removed using a pump truck and shall be disposed of at a permitted wastewater treatment or disposal facility. Confined entry into the tanks is not permitted.

All accessible ancillary equipment associated with the UST shall be removed in its entirety or capped at the appropriate locations. Any piping that will remain underground shall be free of all residual fuel and rendered inert with nitrogen, carbon dioxide or other approved methods.

## 5.4 **Tank Excavation and Removal**

An initial excavation will be conducted to access the top of the tank to allow the tank to be pumped out, inerted and cleaned. Following this initial excavation, shoring will be installed, as necessary, and upon completion of shoring, the remaining excavation will be performed.

During excavation, soil will be screened for the presence of contamination through visual observation, as well as through measurements with a direct-reading organic vapor analyzer, if available (such as a photoionization detector). Any evidence of contamination that is encountered will be immediately reported to the Embassy.

Any stockpiling of soil will be done such that contaminated soils are segregated from uncontaminated soil at a safe distance from the excavation, and covered with plastic sheeting and bermed.

When a tank is fully excavated and ready for removal, it will be visually inspected for evidence of structural weakness. If evidence of structural weakness is observed, a plan will be submitted to the Embassy for tank removal that will prevent further damage and contamination. The tank will not be removed until the plan is approved. If no evidence of structural weakness is observed, the tank will be lifted using chains or cables and lifting eyes, or straps under the ends of the tank. A crane of the appropriate size to handle the tank weight and boom distance from the tank to the crane positioning location will be used or the excavation equipment as appropriate. Upon removal, the tanks will be placed on plastic sheeting for external cleaning and secured with wood blocks to prevent rolling.

### 5.5 **Tank Cleaning**

Soil adhered to the exterior of the tank will be removed with non-sparking tools to eliminate soil deposition on roadways during transportation to the tank cleaning and dismantling location and to ensure markings will adhere to the tank surface. If the soil is not contaminated, it will be added to the uncontaminated soil stockpile. If it is contaminated, it will be added to the contaminated soil stockpile. After cleaning the tank exterior, it shall be labeled as follows:

TANK HAS CONTAINED PETROL FUEL  
TANK IS NOT SUITABLE FOR FOOD OR DRINKING WATER

Any residual free liquids will be recovered using the vacuum pump truck and/or wiped with sorbent pads.

Cutting and dismantling of the tank will be accomplished using non-sparking equipment. After final cleaning, the tank will be disposed / recycled at an approved facility. Manifests and certificates of recycling/disposal shall be provided for each tank removed and disposed.

### 5.6 **Handling of Contaminated Soil**

During excavation activities, the contractor shall field screen the excavated soil to determine if the excavated soil contains petroleum hydrocarbons. Contaminated soil is not anticipated in during excavation. Any evidence of soil contamination that is encountered shall be immediately reported to the Embassy on-site designated representative. The contaminated soil shall be separated from uncontaminated soil, and shall be placed on a plastic sheet, covered, and bermed.

The Contractor shall make every effort possible to reduce the possibility of any further contamination or any cross contamination. The contractor shall be provided direction regarding the handling and disposal/recycling of the contaminated soil by the Embassy on-site designated representative. However, the contractor shall provide recommendations or options on how to best handle the contaminated soil. If the contaminated soil must be disposed of/recycled, it shall be done in accordance with local regulations. The contractor shall be responsible for the safe transportation and disposal/recycling of the contaminated soil. Manifests and certificates for certified recycling/disposal shall be provided for the contaminated soil that is removed.

**THE COST OF DISPOSING CONTAMINATED SOIL SHALL BE A SEPARATE UNIT PRICED ITEM.**

### 6.0 **Detection, Monitoring and Level Sensors:**

6.1 Provide and install fuel level sensors for High and low level (make **‘Lapko / Advance Automation’**) properly attached to the automatic control panel for the newly installed tank. The system comprises of level probes installed in tank wells (300 mm from top and 300 mm from bottom for high and low level respectively). Contractor shall install digital fuel level display units on newly installed automatic control panel in the gas station operator's room.

6.2 Provide and install electronic leak detectors / sensors to monitor any leakage in the inner jacket of the tank (make **‘Lapko or Advance Automation’**). This detector shall be connected to the automatic control panel housing new fuel level sensors for newly installed

UST. Probe comprising of sensor, stainless steel dead weight and control wire shall be housed inside 2" dia. schedule 40 pipe. This sensor / detector shall be installed in the end cap between two jackets of the tank. Contractor will take prior approval from COR for selection of the detectors and sensors. See attached detail drawing # 2 and 13.

The leak detection system shall be mounted in weather proof housing where it is visible to Embassy personnel. The contractor shall submit the plans and all manufacturer specifications regarding the proposed electronic leak detection monitoring to the Embassy for approval prior to the start of the project. No work shall proceed without the approval of the Embassy.

In addition to the electronic system, the Contractor shall install two observation monitoring wells for each UST. One well shall be installed in each of two opposing corners of each tank excavation. The wells shall be constructed of machine-slotted, schedule 40 polyvinyl chloride (PVC) screen (0.5 mm slot size) installed from 610 mm below the bottom of the tank to 610 mm below grade surface, where it will be converted to solid PVC pipe. The well will be finished at grade and be fitted with a locking cap.

- 6.3 All wires required running between new tank and control panel shall be laid in 1" dia. GI conduit (**make AKG / BEC**). Conduit shall be directly buried in side the ground from tank till gas station operator's room. Inside the room this conduit shall be chased in the existing wall (contractor shall repair the wall matching to existing after installing the conduit). Contractor shall use 1.5 sq.mm stranded flexible copper conductor. Contractor shall use FRLS cables, **make FINOLEX or equivalent**. Proposed location for the control panel shall be in the gas station operator's room (location shown in attached drawing # 1). Route for the cables will be shown at the time of contractors walk through.
- 6.4 Contractor shall provide all materials and integrate indicating lights, rotating flash light (make Lumax) hooter (buzzer) and alarm activate and de-activate switches for the new remote fuel fill port to the existing control panel (for the gasoline tanks) installed on the exterior of gas operators office.
- 6.5 Provide and install stainless steel valve tags, capacity and date of installation etc. on the newly installed pipe line and valves.
- 6.6 Contractor shall provide and install schedule 80 MS fill line and suction line. Length of the fill line shall be same as that of trench and for suction line length is 12'. For details regarding the pipeline see standard mechanical specifications in the end of this section.
- 6.7 Contractor shall provide and install 100 MM dia. check valve on fill and suction line. Also one 100 MM dia. cut off valve near flow meter to cut off the supply in case of emergency. For location details see attached detailed drawings.
- 7.0 Earthing: Provide earthing connections as per IS 10987 section 12.5.4 for the entire new system.

## 8.0 **Piping**

The contractor shall be responsible for the installation of all of the piping associated with the UST system and its connection to the new fuel dispenser. This shall include, but is not limited to, the following:

### 8.1 **Underground Fuel Lines**

Contractor shall connect the new tanks with the existing double walled metal pipes. Any additional length of the pipes (matching to existing) or modification in to existing or any attachments required shall be provided by the contractor in this contract.

### 8.2 **Vent Piping**

Vent piping shall be galvanized steel coated with bituminous mastic or cathode protection tape. The vent pipe shall be a minimum of 50 mm diameter. The vent riser shall extend a minimum of 915 mm above the ground and also a minimum of 50 mm above the roof line of the adjacent building.

Vent lines shall pitch toward the tank at least one percent. Vent pipe shall be run to building or wall and up outside wall for at least 4 m but not more than 6 m for fuel vents. Vent lines shall have a weatherproof cap. The venting outlet shall not be located near opening windows or building air intake or any other way that may result in building occupant exposure to the exhaust.

## 9.0 **Valves, Joints and Sumps**

All valves, joints and sumps shall be installed in accordance with manufacturer specifications. All piping connections shall be compatible with the type of piping material used.

## 10.0 **Remote Fill**

The remote fuel fill post is existing but contractor needs to ensure that the fuel is getting in to the newly installed tanks from the existing remote fuel ports.

## 11.0 **Spill Protection and Overfill Prevention**

The spill protection shall be in the fill port on the new tank shall be fitted with a spill catchment basin/bucket to catch any fuel during filling operations. The spill basin shall fit directly on to the fill riser and set in a concrete apron pad at grade.

Overfill prevention shall be by an overfill prevention drop tube as well as a visual and audible alarm operated through the electronic inventory control and leak detection system. The overfill valve shall be installed to restrict flow at 90% of tank volume and the alarm will be controlled by a relay in the tank monitor and activated when the tank reaches 95% capacity. The overfill alarm shall be placed adjacent to the remote fill port.

## 12.0 **Dispensers**

The contractor shall remove and hand over the old dispensers to USG (United States Government). Details of the existing dispensing units have been provided under Annexure - #3.

The contractor shall demolish the existing concrete pad for the dispensers and reconstruct it matching to existing to support new dispensers later in the project. The bollards around the dispensers shall also be removed and kept for reinstallation per location decided by COR.

The contractor shall install new dispensers (one unit) each for dispensing gasoline (93 grades), gasoline (90 grades) and diesel. The dispensers shall be suction type (Veeder Route or equivalent) with a retractable dispensing hose. The dispenser shall have a display light and display the fuel in liters. The new dispenser shall be installed in accordance with manufacturer specifications.

A shear valve shall be installed at the base of the dispenser, slightly above grade. Bollards and a safety island shall be installed for the dispenser. An emergency shutoff switch shall be installed not less than 20 feet or more than 100 feet away from the dispenser.

The fuel dispensing area shall be repaved to match existing conditions.

## 13.0 **Final Systems Tests**

Final tests shall be conducted on all newly installed UST, piping and other UST components at the completion of the work to ensure that the new system meets all manufacturer requirements and specifications.

System Performance Tests: System performance tests shall also be conducted to demonstrate that the system meets the performance requirements for which it was designed and all manufacturer specifications. These shall include, but not be limited to:

- a. Inventory control/leak detection system operates properly.
- b. Proper working of emergency stop push buttons.
- c. Alarm and control panels are operational.
- d. Vent piping is clear of debris and valves are operating properly

## 14.0 **Canopy**

A canopy spanning an area of approximately 1.8 meters by 1.8 meters and 4.0 meters high shall be erected to provide cover for the new dispenser (to match existing canopy).

Contractor shall refer attached Annex. # 2 for details / specifications for the retractable fabric canopy.

Canopy shall be sufficient to cover the entire stretch of the three dispensers and shall extend over and beyond from the length of the three dispenser for at least 24” on both the sides.

Width wise canopy shall be extended to at least 48” on each side from the edge of the new concrete pad.

### 15.0 **Placard**

The contractor shall install a metal/plastic placard inside the UST manhole indicating the size, installation date and contents of the UST.

### 16.0 **Training**

The Contractor shall provide training to U.S. Embassy personnel to familiarize them with all the components of the new UST system, especially the leak detection system, the fuel management card reader system and all the safety switches.

### 17.0 **Reporting**

The contractor shall maintain daily reports summarizing all field activities. These shall include daily work reports, monitoring logs, and photographs. Furthermore, shipping/receipt manifests and weight tickets shall be maintained for each load of material delivered or removed from the site. If disposal of contaminated wastes is necessary, a certificate of destruction should be issued by the treatment facility. Likewise, all contaminated liquids or USTs removed from the site shall be manifested and a certificate of destruction issued verifying proper disposal.

The Contractor shall provide warranties, product data, and operation and maintenance manuals for all installed equipment including but not limited to:

- The underground storage tanks.
- Piping systems (pipes and sumps).
- The electronic inventory control/leak detection systems.
- The fuel management card reader system.

In addition, the contractor is to furnish to the Embassy, as built drawings of the project.

### 18.0 **Contractor Quality Control and Safety**

The Contractor shall implement an effective program of safety, inspections, testing, administration, management, reporting, recordkeeping, and other tasks necessary to verify compliance with the requirements of the contract plans and specifications. The Contractor's site superintendent shall be responsible for managing the quality control program at each site.

The Contractor's site superintendent shall be responsible for managing the quality and safety control program on site. At a minimum, each worker on site shall have a hard hat, hard toe boots, safety glasses and gloves.

### 19.0 **Project Closeout**

When all site work is complete, the contractor's site superintendent shall review all activities and walk the project area with the Embassy personnel to ensure that the Embassy is satisfied and all

work items are acceptable. If any items are not completed, they shall be addressed and completed immediately.

The contractor shall ensure that, upon demobilization, the site is left in a clean and orderly appearance equal to or better than prior to start of work.

The contractor shall compile record documents as the work progresses and maintain a copy of these documents as part of the quality control program. At the conclusion of the work, the contractor shall submit closure documentation and all UST systems manufacturer specifications to the Embassy.

20. **Hiring of Group IV Guards**

Successful contractor shall get in to a separate contract with Group IV Guard to hire their services to escort their workers during work duration on site. The ratio for escort is one guard can escort four of the contractor workers on site.

This contract will be purely between Contractor and Group IV Guard and USG has no role to play in between.

## **Standard Mechanical Specifications**

**Piping Fill and Suction Piping** shall be standard weight schedule 80, seamless black steel, and where installed below ground/masonry duct shall be mill-coated and wrapped in accordance with manufacturer's recommendations. Fittings shall be steel welded type. (For coating details see point 3 under Mechanical work)

**Joints** All joints on underground piping and joints on above-ground piping shall be butt welded/groove welded, Joints and fittings shall be field-wrapped to a thickness of not less than 0.156 cm with a pressure-sensitive tape or a hot applied bituminous saturated tape.

**Vent Piping** from underground storage tank and fill and gauge piping shall be schedule 40 black steel pipes. Run vent vertically no less than 3.7 m above ground outside and provides with weatherproof cap and insect screen. Pitch vent at a 2% slope toward tank. It shall conform to IS 10987 section 12.5.3 (for details see attached drawing # 1)

**Inlets** shall be compatible with local standards.

**Fill Line** Piping shall be not less than 10-cm size IPS.

**Fill Pipe** shall extend up to grade from top of the tank to allow for stick gauging and to the existing loading point A containment manhole, shall be provided in accordance the illustration drawing. Provide padlock and two keys. Fill pipe shall extend down inside tank to 30 cm above bottom. Provide one overfill shut of valve in fill pipe as per attached detailed drawing # 1.

**Suction Pipe:** Suction pipe shall extend inside tank to within 30 cm of tank bottom. A horizontal swing check valve shall be installed on suction pipe in the manhole vault. Suction pipe shall be double jacketed with inner pipe of schedule 80 and outer pipe of schedule 40 with coating.

**Liquid Level Indicator** Provide 2” schedule 40 steel pipe from bulk oil storage tank to remote liquid indicators on control panel in the Gas station operator's room.

**Ground Joint Flanges/Unions** Piping shall be provided with ground joint flanges/unions near each piece of apparatus to facilitate disconnecting, etc. Piping outside buildings shall be graded to drain toward the tank. All pipes must be free from vibration. Ends of pipes shall be reamed out before being welded /screwed into fittings. Screwed joints shall be made up with a suitable lubricant applied to male threads only. Fittings and joints for piping in trench shall be coated as explained in point number 3 under Mechanical Work in above SOW.

**Shut-Off Valves** Provide shut-off valves and check valves at connections to equipment as close to equipment as possible to facilitate equipment removal.

**Note:** The work to be carried out by professional workers and certified welders in good workmanship and neat manner as per the Indian oil companies/Embassy standards by taking all necessary Fire and life safety precautions.

Contractor will arrange for a dedicated full time engineer/supervisor for the duration of the contract.

All workers employed by the contractor at the construction site will need security clearance from the RSO.

### **GENERAL NOTES:**

Contractor should follow the following specifications wherever required:

1. Contractor shall use Mechanical Mixer to mix the concrete or use RMC (Ready Mix Concrete) for all purposes along with vibrator.
2. Contractor shall provide guarantee certificate for at least 05 years (life cycle for all the mechanical equipment installed along with labor) against any kind of malfunctioning or failure. In case of any such event contractor is liable to replace and install the same at his own cost.
3. Contractor shall provide warrantee certificate for 25 years for newly installed UST.
4. Following are the common specifications for the project
  - a. All brick work should be done in 1:4 cement mortar (1 cement: 3 stone dust)
  - b. P C C should be in the ratio 1: 4: 8 (1 cement: 4 stone dust: 8 stone aggregate)
  - c. R C C should be in the ratio 1: 1 ½: 3 (1 cement: 1 ½ stone dust: 3 stone aggregate (½” size)).
  - d. Plastering where ever required should be done with cement, stone dust mortar (in the ratio 1:3).
5. Contractor will arrange for a dedicated full time engineer/supervisor for the entire duration of the project failing which leads to termination of the project.
6. Contractor will provide test certificate for the concrete used in casting the RCC enclosure around tank and for trench work. Test shall be done only at Shri Ram Laboratory, Delhi.
7. Contractor will inform the COR of the project regarding delivery of any material to the site for at least two days prior to delivery, so as to get security approval of the same. In case of non-information the material won't be accepted and Embassy will not be responsible for any kind of loss incurred by the contractor.
8. Contractor will give in writing names of all the workers and supervisors (going to work on project) in advance so as to get the security clearance for the same. No worker other than mentioned in the list will be allowed to get into the site. Contractor will be provided with cleared badges (no escort is required) as per the maximum strength of the workers at any point

of time during the project. After getting cleared badges contractor will be responsible for escorting his own labor. No labor will be provided for escort purpose from embassy side.

9. Contractor should always keep the site clean from any kind of debris or malba. At the end of the day the site should be a completely protected/barricaded. Reflective signs shall be installed after end of each day around entire site.
10. Provide minimum two days' notice to COR in writing before interrupting any utility.
11. Contractor will transfer all guarantee cards provide by the manufacturer for the material installed in the name of American Embassy.
12. Contractor shall inform COR immediately in case some deviation is there from the actual scope or any time delay is there from the actual schedule submitted at the time of commencement of the project. In such case contractor shall submit in writing cause of delay to COR and after approval of the same revised schedule shall be submitted with COR.
11. Contractor shall provide all shuttering and other necessary material to complete the job in satisfactory manner.
12. Contractor will refer IS 456 (latest modified one) for all the RCC work and shuttering etc.

### **Material Specifications for reference**

**Mild steel plates** – As per IS-2062/226, Make SAIL (Manufactured by Steel Authority of India)

**Fuel level indicator System and Sensors** – ‘Lapko Level Pack (POP-22EX and PA/3W Sensors)

**Valves** - BDK / Advance

**Control Panel** – Advance Automation

**Sensors for Ground Water Monitoring:-** BTH

**Flow Meter** - Kay-Aqua

**Angle iron/Rib Bars** – ISI approved quality

**Seamless pipes** – ASTM 120 (SCHEDULE 80), IISL, MSL and Tata

**Steel for R C C** - Rathi Steel

**Bricks** – All bricks shall be well baked and of 1<sup>st</sup> class quality.

**Cement** – Gujrat Ambuja 53 grade

**Coarse sand** – Good quality stone dust

**Fine Sand** – Salt free washed Jamuna sand

**Dispensers** – GILBARCO VEEDER ROOT – FRONTIER SERIES 2 (Low Hose)

Professional workers and certified welders in good workmanship and neat manner as per the Indian oil companies/Embassy standards should carry out the work by taking all necessary Fire and life safety precautions.

**Note: All welding of tank fabrication and pipe lines will be done as per Indian Oil Companies standards by professional certified welders, by edge cutting, preparation of ‘V’ grooves at the pipe ends with the help of grinders, keeping 2.5 mm gap for weld filling between two pipes, welding first root run with 6013E 2.15 mm ISI approved quality welding electrodes (recommended make is ESAB), grinding root run, clean welded surface, dye penetration test butt joints and final finish weld run with 3.15 mm 6013 welding electrodes.**

All metal support work to be painted with one coat of anti-rust metal primer and two coats of synthetic enamel paint. Only stainless steel nut bolts and washers are to be used.

**Warranty: The entire installation work will be warranted for the defect liability for a minimum period of 5 year from the date of final commissioning.**

## **Annexure # 1**

### **Specifications for Interior and Exterior Coating on New Metal Tanks:**

#### **Standardized Approach**

An FRP tank lining system will have optimum performance in service if the lining system is properly applied. The following is a condensed version of standardized approach to apply an FRP tank lining system using the preferred hand layup method

#### **Surface Preparation**

The internal steel surface is cleaned and free of all organic contaminants and then abrasive blasted in accordance with SSPC-SP 10. The profile is specified to be 1.5 to 3.0 mils (38 to 75 mils).

#### **Prime Coat**

The blasted steel surface is primed with 1 to 3 mils (25 to 75 microns) dry film thickness of a polyamide cured epoxy primed to “hold” the blast and to protect the steel surface from contamination. The prime coat is applied the same day as blasting and before rusting occurs.

A putty type material is used to fill in the bottom angle and other sharp angles. The material should be the same as the resin used in laying the bottom with the addition of filler and fibers. In cases where the steel bottom is deeply pitted a putty is used to fill the pits to create a smooth surface.

#### **Resin and Reinforcement**

A heavy layer of resin is applied by spray, roller, or brush. Then a glass mat is laid in to the wet resin and thoroughly saturated with resin.

The total dry film thickness of the system is determined by the extent of corrosion on the steel bottom and its source. A total dry film thickness of 60 to 80 mils (1500 to 2000 microns) is recommended to protect the bottom from internal corrosion. A total dry film thickness of 80 to 120 mils (2000 to 3000 microns) is recommended to protect the bottom from external corrosion.

#### **Finish Coat**

As a final coat a resin rich layer is applied to the surface of polyester resin laminates as a seal coat to prevent “wicking” of product by capillary action along partially exposed glass fibers. As an aid in curing, paraffin wax is added to the base resin to form this seal coat.

Contractor shall test the FRP lining for its compliance with the specifications laid above with the help of magnetic dry film tester in presence of COR.

## **Annexure # 2**

### **Specifications for Dispenser**

- Accurate GVR fuel meter
- Global Suction Unit
- 1 HP Motor
- Wide Voltage Band 180 – 250 V
- Wash – N – Use SS Filters.
- 7-7-6 Sole – vol – PPU displays
- 40 mm sole – vol. Display
- Galvanized sheating and panels.
- High hose elevation 2.3 meter
- Preset pin pad with display
- Pump stops
- Add on oval canopy option
- Quick preset key option.
- 4 KV electrical noise resistances.
- 4X4 option with “My Preset”
- Side panel scuff guard
- Standard flow 40 LPM
- High flow 80 LPM option
- Lane option for high hose and 1 grade dual
- 4X4 option for high hose.
- Transaction logs
- Diagnostics error logs
- Sale round ups, floating sale decimal
- ATEX and OIML R117/118 certified.
- 30 units high hose in 40 ft high cube container.
- 34 unit low hose in 40 ft standard container.

**Annexure # 3 -** Details about the existing dispensers.

Please see the attachment.





**ATTACHMENT # 3**

**Drawings as attached separately**

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

**K.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.

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

**K.3 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 Internal Revenue Service (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 to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (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 U.S.C. 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 United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - 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 provision.
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

#### **K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237120.**

(2) The small business size standard is **7,500,000 million dollars.**

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

(b)(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)

**K.5 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (DEC 2014)**

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

**K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are *o* are not *o* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have *o* have not *o*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are *o* are not *o* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have *o*, have not *o*, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has *o* has not *o*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.7 52.215-4 RESERVED**

**K.8 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance  
(Street Address, City,  
County, State, Zip Code)

Name and address of Owner  
and Operator of the Plant or  
Facility if Other than  
Offeror or Quoter

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**K.9 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)**

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

**K.10 AUTHORIZED CONTRACT ADMINISTRATOR**

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

Name:

Address:

Telephone Number:

**K.11 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)**

(a) Definitions. As used in this provision:

*Foreign person means any person other than a United States person as defined below.*

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

**[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>.]**

**K.12 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (FEB 2015)**

(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 worker’s compensation laws		Local Nationals: Third Country Nationals:
(4) Local nationals or third country nationals where performance takes place in a country where there are local worker’s compensation laws		Local Nationals: Third Country Nationals:

(b) The contracting officer has determined that for performance in the country of [contracting officer insert country of performance and check the appropriate block below] -

Worker's compensation laws exist that will cover local nationals and third country nationals.

Worker's 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.

**The following DOSAR is provided in full text:**

**K.13 652.209-79 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 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

The following Federal Acquisition Regulation provision(s) is/are incorporated by reference (48 CFR CH. 1):

<u>PROVISIONS</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
52.236-28	PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

### L.2 SOLICITATION PROVISIONS IN FULL TEXT

#### L.2.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

### **L.2.2 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.  
American Embassy, New Delhi  
Gate 'C', Chandragupta Marg, Chanakyapuri  
New Delhi 110021, India**

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

### **L.3 REVIEW OF DOCUMENTS**

Each offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.
- (5) Furnishing complete information to subcontractors and suppliers, to include details of specifications and quantities.

Any ambiguity in the solicitation, including specifications and contract drawings, shall be reported immediately to the point of contact (POC) listed in block 9 of the Standard Form 1442. Any prospective offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the POC listed in block 9 of the Standard Form 1442 not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

### **L.4 QUALIFICATIONS OF OFFERORS**

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

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;

- (1) Shall submit the CV's for the technical team, Quality Assurance manager and safety manager scheduled to work on this project.
- (2) Be able to demonstrate prior construction experience with suitable references for company and Project manager;

(5) List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses).

If the offeror has not performed comparable services in India then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(6) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section I, I.14). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(7) The offeror's strategic plan for services mentioned in the scope of work to include but not limited to:

(a) A work plan taking into account all work elements in Section C, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) if insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

(8) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;

(9) Have no adverse criminal record; and

(10) Have no political or business affiliation which could be considered contrary to the interests of the United States.

## L.5 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

## L.6 SUBMISSION OF OFFERS

### L.6.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Executed Standard Form 1442, Solicitation, Offer and Award, and completed Section K	1
II	Price Proposal and Completed Section B. The price proposal shall include a completed Section J.	1
III	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	1

Submit the complete offer at [newdelhibids@state.gov](mailto:newdelhibids@state.gov)

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

## **L.6.2 DETAILED INSTRUCTIONS**

**L.6.2.1** Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

**L.6.2.2** Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J.

**L.6.2.3** Volume III: Performance schedule and Business Management/Technical Proposal.

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

(b) The Business Management/Technical Proposal shall including the following information:

### **MANAGEMENT INFORMATION:** – Provide the following:

1. Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
2. A list of the names, addresses, and telephone numbers of all subcontractors and all principal materials suppliers to be used on the project, clearly indicating what portions of the work will be performed by them. This list shall be presented in sufficient detail to indicate which work will be performed by the Contractor work force and equipment, and the work which will be performed by subcontractor work force and equipment. For the sub-contractors identified, provide documentation that demonstrates their experience relevant to the works planned to be assigned to them under the respective subcontracts.
3. A comprehensive list of equipment owned, equipment available, and equipment projected to be assigned to the work described in the solicitation. This shall also include a separate listing of subcontractor equipment assigned to the project;
4. A listing of the number of personnel - broken down into discipline/craft - that will be assigned to this project. This shall include both the Contractor work force and that of any proposed subcontractor;
5. A letter or similar documentation from a financial institution confirming that in the event of contract award, the required contract bonding will be

provided punctually, and in accordance with the contract requirements at Section H.1 and H.2.

**EXPERIENCE AND PAST PERFORMANCE** - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;
- (10) Percent turnover of contract key technical personnel per year; and
- (11) Any terminations (partial or complete) and the reason (convenience or default)
- (12) Identify any accidents or safety concerns that occurred and resolution.

**L.7 FAR 52.236-27 - SITE VISIT (FEB 1995) ALTERNATE I (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.

(b) **An organized pre-proposal conference and site visit are scheduled for 11:00 hours on May 15, 2015 at:**

American Embassy  
Gate '7', Nyay Marg,  
Chanakyapuri,  
New Delhi - 110021  
India

Offerors intending to participate in the pre-proposal conference and site visit shall be required to submit the names as printed on the photo identification card of their company's representatives attending the pre-proposal conference **not later than 15.00 hours May 13, 2015** to the attention of Mr. Ashok Chellaramani, e-mail [ChellaramaniA@state.gov](mailto:ChellaramaniA@state.gov) with a copy to Mr. Chaitanya Sharma, e-mail [SharmaC@state.gov](mailto:SharmaC@state.gov).

**L.8 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (FEB 2015)  
(DEVIATION)**

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman **the Embassy Management Counselor** at telephone number 91-11-24198500 and fax number 91-11-24190073. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

### **L.9 PROPOSAL DUE DATE**

The proposals shall be e-mailed marked “**Proposal SIN650-15-Q-0069**”, **no later than 17:00 hours May 26, 2015.**

**NOTE:** No proposals will be accepted after the time specified above.

### **L.10 MAGNITUDE OF CONSTRUCTION PROJECT**

It is anticipated that the range in price of this contract will be: **\$70,000 to \$80,000**

### **L.11 FINANCIAL STATEMENT**

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

Income (profit-loss) Statement that shows profitability for the past **3 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 non-responsible.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF PROPOSALS**

**M.1.1 GENERAL.** To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

#### **M.1.2 BASIS FOR AWARD**

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

(a) INITIAL EVALUATION. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.

(b) TECHNICAL EVALUATION. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.6.2.3(b).
- The qualifications and experience of the offeror's proposed project superintendent and subcontractors.
- Experience and Past Performance (L.6.2.3(b)). The Government may contact references to verify the quality of the past performance.
- The performance schedule (bar chart) (Section L.6.2.3(a)).
- Responses to all other technical requirements contained in the solicitation.

(c) The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

### **M.1.3 AWARD SELECTION**

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

### **M.2 AWARD WITHOUT DISCUSSIONS**

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

### **M.3 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000): RESERVED**

### **M.4 SEPARATE CHARGES**

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.