

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	S-IZ100-12-R-0011	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	January 24, 2011	1 of 97

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR1557655	6. PROJECT NO.
7. ISSUED BY <b>American Embassy Al-Kindi Street International Zone Bagdad, Iraq</b>	CODE	8. ADDRESS OFFER TO <b><a href="mailto:BaghdadGSOProcBid@state.gov">BaghdadGSOProcBid@state.gov</a></b>
9. FOR INFORMATION CALL:	<input checked="" type="checkbox"/> A. NAME Desiree Tupper	<input type="checkbox"/> B. TELEPHONE NO. <i>(Include area code)</i> <b>(NO COLLECT CALLS)</b> <a href="mailto:BaghdadGSOProcurement@state.gov">BaghdadGSOProcurement@state.gov</a>

**SOLICITATION**

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

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

Provide Vehicle Fuel Dispensing System the U.S. Embassy compound (NEC), Baghdad, Iraq.

- A. SF-1442, Solicitation, Offer and Award
- B. Scope of Work
- C. Packaging and Marking
- D. Inspection and Acceptance
- E. Deliveries/Performance
- F. Administrative Data
- G. Special Requirements
- H. Clauses
- I. List of Attachments
- J. Quotation Information
- K. Evaluation Criteria
- L. Representations, Certifications, and other Statements of Offerors or Quoters
- M. Evaluation Factors For Award

11. The Contractor shall begin performance within 5 calendar days and complete it within 60 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by **12:00 noon on February 24, 2012** local time. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

An offer guarantee  is,  is not required.

All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by referenced. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

<b>14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)</b>  CODE _____ FACILITY CODE _____	<b>15. TELEPHONE NO. (Include area code)</b>  <b>16. REMITTANCE ADDRESS (Include only if different than Item 14)</b>  
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17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

A **AMOUNTS** →

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**  
*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.									
DATE									

<b>20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b> <i>(Type or print)</i>	<b>B. SIGNATURE</b>	<b>C. OFFER DATE</b>
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

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

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return 1 copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE
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(REV. 4-85)

**STANDARD FORM 1442 BACK**

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

**B.1 CONTRACT PRICE**

The contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, which shall be a direct reimbursement), and profit.

USD \_\_\_\_\_ Total Price

DBA \_\_\_\_\_

**TOTAL CONTRACT PRICE including DBA** \_\_\_\_\_

**B.2 TYPE OF CONTRACT**

This is a firm fixed price contract payable entirely in the currency indicated in the SF-1442. No additional sums will be payable for 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. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

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

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

The Contractor shall furnish and install all materials required by this contract. The contract drawings are set forth in Section J as Attachment 5 and the Specifications/Statement of Work are set forth in Section J as Attachment 6.

**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  
Baghdad, Iraq

## SECTION E - INSPECTION AND ACCEPTANCE

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at

<http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (such as, Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

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

52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
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### 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.

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## 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, 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 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 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 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

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

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

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

52.242.14	SUSPENSION OF WORK	APR 1984
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**F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to:

- (a) commence work under this contract within Five (5) days after the date the Contractor receives the notice to proceed,

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- (b) prosecute the work diligently, and
  - (c) complete the entire work ready for use not later than sixty (60) days after Notice to Proceed. The time stated for completion shall include final cleanup of the premises and completion of "punch list" items.

### 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 **\$732.80** 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 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

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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.6 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.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 WORKING HOURS

All work shall be performed during regular workdays (Sunday to Thursday) between 08:00 and 17:00 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:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation, and all official holidays of the Republic of Iraq.

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.9 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.10 PRECONSTRUCTION CONFERENCE**

A preconstruction conference will be held up to 10 days after contract award at the U.S. Consulate in Basrah, to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Pre-Construction Conference in Section I.

**F.11 DELIVERABLES**

The following items shall be delivered under this contract:

<b>Description</b>	<b>Quantity</b>	<b>Delivery Date</b>	<b>Deliver To:</b>
H.1.2. Bonds/Insurances	1	10 days after award	CO
H.11.1. Safety Plan	1	10 days after award	COR

H11 Safety incident Reports	1	Within 24 hours of incident	COR
E.2. Quality Assurance Plan	1	10 days after award	COR
F.4. Construction Schedule	1	5 days after NTP	COR
F.4.(c). Updates to Construction Schedule	1	Weekly	COR
Meeting Minutes and progress reports	1	Weekly	COR
H.14.1. Submittal Register	1	10 days after NTP	COR
F.10. Pre-Construction Conference	1	10 days after award	COR
Submittals for Major Equipment	1	10 days after award	COR
Wiring Diagrams, Shop Drawings and specifications	1	10 days after award	COR
E.3.2. Request for Substantial Completion	1	5 days before inspection	COR
H.4.4. As-built Drawings and Warranties	1	60 days after NTP	COR
E.4.2. Request for Final Acceptance	1	5 days before inspection	COR
F.6 Notice of Delay	1	Within 10 days after event	CO
F.8 Additional Hours	1	No later than 24 hours in advance of need	COR
H.2.4 Evidence of Insurance	1	10 days after award	CO
H.17.2 Differing Site Condition	1	Within 10 days of occurrence	CO
Attachment 6: Project Notes/Sketches	1	10 days after NTP	COR
O&M Manuals	1	60 days after NTP	COR
FAC Review		20 days after NTP	COR
Procurement, Shipping		25 days after NTP	COR
Fabrication		35 days after NTP	COR
Construction Completion		50 days after NTP	COR
Project Acceptance		60 days after NTP	COR

## 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.

### G.2 MONITORING OF THE CONTRACTOR

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

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- (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 Manager

### 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

Payments are subject to 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:

U.S Embassy Baghdad  
Financial Management Officer  
International Zone  
Baghdad, Iraq

Alternately, invoices may be submitted in Acrobat PDF format only, to this email address:

[BaghdadVouchers@state.gov](mailto:BaghdadVouchers@state.gov)

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### 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.4 SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

In accordance with paragraph (g) of contract clause 52.225-19, Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States, the contractor shall use Synchronized Predeployment and Operational Tracker (SPOT). Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to support a diplomatic or consular mission outside the United States. Information on how to register in SPOT is available at <http://www.dod.mil/bta/products/spot.html>

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 BOND/IRREVOCABLE LETTERS OF CREDIT REQUIREMENTS

#### H.1.1 BONDS/IRREVOCABLE LETTERS OF CREDIT REQUIRED

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, 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 contract award. 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).

#### 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 one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

#### H.1.5 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 US Dollars:

Per Occurrence	\$10,000
Cumulative	\$100,000

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

Per Occurrence	\$10,000
Cumulative	\$100,000

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

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an 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.

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## H.2.2 GOVERNMENT AS ADDITIONAL INSURED

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

## H.2.3 INSURANCE-RELATED DISPUTES

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". 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) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.
- (e) Notice to Proceed means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.
- (f) 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.
- (g) Project Data includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- (h) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

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- (i) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.
  - (j) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.
  - (k) 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.

#### 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:

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- 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, in the number and form as required by the specifications.

## H.5 GOVERNING LAW

The laws of the United States shall govern the contract and its interpretation.

## H.6 LANGUAGE PROFICIENCY

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

## H.7 LAWS AND REGULATIONS

### H.7.1 COMPLIANCE REQUIRED

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict 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.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

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

### H.7.3 SUBCONTRACTORS

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

### H.7.4 EVIDENCE OF COMPLIANCE

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

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## H.8 RESPONSIBILITY OF CONTRACTOR

### H.8.1 DAMAGE TO PERSONS OR PROPERTY

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

### H.8.2 RESPONSIBILITY FOR WORK PERFORMED

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

## H.9 CONSTRUCTION OPERATIONS

### H.9.1 OPERATIONS AND STORAGE AREAS

- (a) **CONFINEMENT TO AUTHORIZED AREAS.** The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.
- (b) **VEHICULAR ACCESS.** The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

### H.9.2 USE OF PREMISES

- (a) **Occupied Premises.** If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.
- (b) **Requests from occupants.** 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.10 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.

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**H.11 SAFETY****H.11.1 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:

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- (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.12 SUBCONTRACTORS AND SUPPLIERS

### H.12.1 CLAIMS AND ENCUMBRANCES

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

### H.12.2 APPROVAL OF SUBCONTRACTORS

- (a) **REVIEW AND 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.13 CONSTRUCTION PERSONNEL

### H.13.1 REMOVAL OF PERSONNEL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of

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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.13.2 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 up to 60 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number (Jensiya or passport number)
- Vehicle make, model, color and license plate 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.14 MATERIALS AND EQUIPMENT

##### H.14.1 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.

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#### H.14.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or

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

#### H.14.3 BASIS OF CONTRACT PRICE

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

#### H.14.4 SUBSTITUTIONS

- (a) **PRIOR APPROVAL REQUIRED.** 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.14.5 "OR-EQUAL CLAUSE"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard

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of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

#### H.14.6 USE AND TESTING OF SAMPLES

(“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.15 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

##### H.15.1 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.

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- (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.15.2 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.16 SPECIAL WARRANTIES

##### H.16.1 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.16.2 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.

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## H.17 EQUITABLE ADJUSTMENTS

### H.17.1 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.17.2 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.17.3 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.18 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.19 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.

### SECTION I - CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

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

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

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

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000

52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT ALTERNATE I	JUN 2011 JUN 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	AUG 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-3	WORKERS COMPENSATION ACT (DEFENSE BASE ACT)	APR 1984
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	SEP 2009
52.228-13	ALTERNATIVE PAYMENT PROTECTION	JUL 2000
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER –	MAY 1999

	OTHER THAN CENTRAL CONTRACTOR REGISTRATION	
52.233-1	DISPUTES ALTERNATE I	JUL 2002 DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
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52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
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52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING – CONSTRUCTION	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I	MAY 2004 SEPT 1996
52.249-14	EXCUSABLE DELAY	APRIL 1984
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES	MAR 2008

THE FOLLOWING CLAUSES ARE SET FORTH IN FULL TEXT:

- I.1 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

- 
- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .  
(End of clause)

I.2 652.243-70 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. The contracting officer must make all modifications to the contract in writing.

I.3 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

I.4 RESERVED

I.5 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 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.6 52.228-15 Performance and Payment Bonds—Construction (OCT 2010)

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

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“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.
- (d) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified
- (e) 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/>.

(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.7 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS 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

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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

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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.8 652.229-71 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.9 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:

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- 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.

I.10 652.228-71 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (JUN 2006)

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

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers compensation laws.

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

(c) The current rate under the Department of State contract is \$5.50 of compensation for construction.

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

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

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

(g) (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.

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(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.

(End of clause)

### **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **SECTION J - LIST OF ATTACHMENTS**

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION OF ATTACHMENT</b>	<b>NO. PAGES</b>
Attachment 1	Standard Form 25, <i>Performance and Guaranty Bond</i>	1
Attachment 2	Standard Form 25A, <i>Payment Bond</i>	1
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Proposal Price by Divisions of Specifications	1
Attachment 5	Drawings	2
Attachment 6	Statement Of Work	9
Attachment 7	Defense Base Act Insurance Rates & Contact Information	2
Attachment 8	OBO NEC Specifications (02559, 16050)	23

## ATTACHMENT #1 SF 25 – PERFORMANCE BOND

<b>PERFORMANCE BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: <b>9000-0045</b> Expires: <b>11/30/2012</b>
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION ("X" one)  <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
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SURETY(IES) <i>(Name(s) and business address(es))</i>	PENAL SUM OF BOND <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSANDS</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> </table> CONTRACT DATE                      CONTRACT NO.	MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS
MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS		

**OBLIGATION**  
We, the Principal and Surety (ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS**  
The Principal has entered into the contract identified above.

**THEREFORE**  
The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contracts is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS**  
The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	3. _____ <i>(Seal)</i>
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____

INDIVIDUAL SURETY(IES)	
SIGNATURE(S)	1. _____ <i>(Seal)</i> 2. _____ <i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1. _____                      2. _____

CORPORATE SURETY(IES)				
<b>SURETY A</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1. _____	2. _____	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	

## ATTACHMENT #2 SF 25A – PAYMENT BOND

<b>PAYMENT BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: <b>9000-0045</b> Expires: 11/30/2012
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.		
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION	
SURETY(IES) <i>(Name(s) and business address(es))</i>	PENAL SUM OF BOND	
	MILLION(S)	THOUSAND(S)
	HUNDRED(S)	CENTS
	CONTRACT DATE	CONTRACT NO.

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.		
		(Seal)	(Seal)	
NAME(S) <i>(Typed)</i>	1.	2.		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

**ATTACHEMENT # 3  
SAMPLE LETTER OF BANK GUARANTY**

Place [        ]

Date [        ]

Contracting Officer  
U.S. Embassy, Baghdad, Iraq  
**[Mailing Address]**

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 40% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]**, 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.

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:

Representative(s): \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

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

State of Inc.: \_\_\_\_\_

Corporate Seal:

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

**ATTACHMENT #4**

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

(1) DIVISION/DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
1. General Requirements					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					

TOTAL: USD \_\_\_\_\_

Allowance Items:

**PROPOSAL PRICE TOTAL: USD \_\_\_\_\_**

\_\_\_\_\_  
Alternates (list separately do not total)

\_\_\_\_\_  
*Offeror:*

\_\_\_\_\_  
*Date*

**ATTACHMENT #5**  
**DRAWINGS (2)**  
**(will be distributed at site visit)**

**ATTACHMENT #6  
STATEMENT OF WORK**



**CONTRACT DOCUMENTS**

**For**

**NEC VEHICLE FUEL DISPENSING SYSTEM**

**U.S. EMBASSY BAGHDAD, IRAQ**

*DECEMBER 10, 2011*

Statement of Work

Specifications

02559 Fuel Dispensing Controls  
16050 General Electrical

Drawings

C1 NEC Partial Site Plan – Fuel Station  
C2 Trench Detail, Legend

**STATEMENT OF WORK**

**GENERAL CONSTRUCTION SERVICES**

**For**

**NEC FUEL DISPENSING MANAGEMENT**

**SYSTEM**

**U.S. EMBASSY  
BAGHDAD, IRAQ**

*DECEMBER 10, 2010*

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- 2.0 General Conditions
- 3.0 Bid Form
- 4.0 Scope of Work
- 5.0 Deliverables
- 6.0 Project Schedule
- 7.0 Responsibilities & Project Management
- 8.0 Attachments:

### Specification Sections

- 02559 Fuel Dispensing Controls
- 16050 General Electrical

### Drawings

- C1 NEC Partial Site Plan – Fuel Station
- C2 Trench Detail, Legend

## 1. PROJECT DESCRIPTION

### PROJECT SYNOPSIS

The original fuel management system allows operation of the pumps using a key fob system. It is limited in other capabilities for monitoring vehicles, authorization, override and it has no electronic recording or accounting options.

### BACKGROUND

The original pump control was installed in 2007-2008. It provides on/off control of the (8) pumps using a key fob authorization. It offers none of the popular options for a functional level of fuel accounting nor any ability to program authorization.

### SOLUTION

Obtain the services of a contractor to replace the existing Fuel Management system with an upgraded version that offers improved authorization and accounting. Project includes hardware, software cabling, authorizing devices, and training.

## 2. GENERAL CONDITIONS

1. **Fixed-Price Proposal.** The Contractor shall provide one fixed-priced Proposal for the complete Project that includes every aspect of the Work.
2. **Specifications.** The Work shall be governed by the *United States Department of State Overseas Buildings Operations New Embassy Compound, Baghdad, Iraq Master Specifications and the attached specifications*. International Codes, which includes the International Building Code, International Mechanical Code, International Plumbing Code, and National Electric Code, also are applicable. Should there be a discrepancy between the NEC Specifications and the applicable Building Code, the more stringent of the two shall govern.

***The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.***

3. **Execution.** The Work shall be executed in a diligent and workmanlike manner in accordance with the negotiated fixed-price, this Scope of Work, the Project Schedule, International Building Codes, and the laws of the City of Baghdad where applicable.
4. **Work Hours.** Unless otherwise agreed with Facilities Management, the Work shall be executed during normal Embassy work hours. Night, weekend or holiday work shall not be permitted except as arranged in advance with Facilities Management. Embassy holiday schedule is available from Facilities Management.
5. **Safety.** The Contractor shall be responsible for conducting the work in a manner that ensures the safety of residents, employees and visitors to the Embassy, and the Contractor's employees. The Contractor is required to comply with the Construction Safety and Occupational Health Regulations of OBO Specification Section 01521 and the US Army Corps of Engineers Safety and Health requirements Manual. (EM385).

The Contractor shall be responsible for conducting all work in a manner that ensures the safety of residents, employees and visitors to the Consulate, and the Contractor's employees in accordance with the

6. **Workforce.** The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work.
  - a. In order to comply with the Embassy's minimum escort ratio requirement of one (1) escort to four (4) workers, the Contractor will have on his staff an employee(s) with an RSO vetted "Escort" Badge.
  - b. If the Contractor has no staff with an Escort Badge the Contractor will have 10 days from award to submit the required paperwork. The RSO vetting process could take up to 30 days and must be shown on the Contractors Project Schedule.
  - c. Information for all non-badged staff must be submitted to the COR at one time for processing to allow the workers access to the NEC. This list must be resubmitted every 30 days or when modified.

- d. If escorts are needed prior to being vetted by the RSO the Contractor may submit a request to the COR for government furnished escorts. The COR will schedule temporary escorts ONLY if they are available and the request must be submitted at least 48 hours in advance of the preferred date.
7. **Subcontractors.** Contractor shall be responsible for the conduct and workmanship of Subcontractors engaged in the Project, and for Subcontractors compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior and workmanship of Subcontractors while on Embassy property.
8. **Modification to Contract.** The Contractor shall not incur any costs beyond those described in this SOW unless directed otherwise in writing by the Contracting Officer. Any work performed by the Contractor beyond this SOW without written direction from the Contracting Officer will be at the Contractor's own risk and at no cost to the Embassy.
9. **Stop Work.** At any time during the Project, the Contracting Officer reserves the right to Stop Work for protection of employees or visitors, security, or any other reason at his/her discretion.
10. **Construction Cost Breakdown.** The Government provided "Construction Cost Breakdown" is for bid comparison only, and the contractor is responsible to field measure and to quantify the required materials and tasks as to complete the job.
11. **Submittals.** The contractor is responsible to submit shop drawings prior to fabrication and release of any materials for the FAC Engineer's review and approval. The Engineer's review, however, does not relieve of the contractor's responsibility for the engineering work as to provide a complete working system.
12. **Excavation and Utilities.** The contractor is responsible to locate all existing utility lines prior to any excavation. Prior to disconnecting any existing utility services, the contractor is responsible to provide 48-hour advance notice to the COR.
13. **Close-out.** Prior to final acceptance, the contractor is to submit to the Engineer marked up drawings (As-Builts) reflecting the work as constructed. The drawings shall be digitally submitted on a CD-ROM in both AutoCAD and PDF format.
14. **Housekeeping.** The contractor is responsible to clean up daily after working hours. The Contractor is also responsible for Final Cleaning of the area, ready for use by the Government.

**3. Bid Form - Fuel Management System Construction Cost Breakdown - U.S. Embassy, Baghdad**

Date Prepared: 07 December 2011 13:49

Iteration: 1

Prepared by: FAC

No	Descriptions	Unit	Qty	Unit Price \$	Total Price \$
<b>1</b>	<b>Administration</b>				
A	Mobilization/Demobilization	LS			
B	Shop drawings & submittals	LS			
C	Cleanup, Disposal	LS			
D	Equipment Rental	LS			
	<b>Administration</b>			<b>Sub-Total</b>	
<b>2</b>	<b>Demolition Work</b>				
A	Sawcut Pavement, Excavation	LF			
	<b>Demolition Work</b>			<b>Sub-Total</b>	
<b>3</b>	<b>New Work</b>				
A	Trench	LF			
B	Cable - Cat. 6, Signal	LF			
C	Fuel System Control Hardware	LS			
D	Vehicle RF Tags	EA			
E	Keys	EA			
F	Software, Programming, Startup	LS			
	<b>New Work</b>				
<b>4</b>	<b>DBA Insurance</b>				
	Contractor shall cover each of its workers at the site with DBA Workers' Compensation coverage, and require its subcontractors to do the same. Contractor must furnish certificate evidencing this coverage to Engineer prior to starting work.	%			
	<b>DBA Insurance</b>			<b>Sub-Total</b>	
	<b>Items 1 thru 4</b>			<b>Sub-Total</b>	
	General & Admin Markup: %				
				Sub-Total	
	Profit: %				
				<b>Contract Cost</b>	

**4. STATEMENT OF WORK:****Fuel Dispensing Management System****1. General Requirements**

- a. The Contractor is to provide all labor, logistics, equipment and material for the Work requested based on the attached and referenced drawings and specifications, and the specific instructions noted in this Statement of Work.
- b. Specifications below supplement the referenced specifications and are to be incorporated into the Work. If there are any conflicts, the most stringent standard applies.
- c. Within 5 days of Notice to Proceed, the contractor shall provide to the COR a project schedule showing start to completion.
- d. Within 10 days of NTP, the Contractor shall provide to the COR details of the proposed installation utilizing written description or sketches or both.
- e. The contractor is responsible to dispose of the construction debris outside of the IZ. Include, but not limited to soils, rock excavation, packing materials, scrap steel, and debris generated by project.
- f. The contractor is responsible to properly layout and prepare for the installation based on locations provided by FAC.
- f. When pursuing the work, the contractor is to take extra care as not to damage existing structure.
- g. All construction work shall be in conformance with the following Codes:
  - a. International Building Code, 2009 Edition plus the 2011 OBO International Code Supplement (ISC).
  - b. International Mechanical Code, 2009 Edition plus the 2011 OBO International Code Supplement (ISC).
  - c. International Fire Code, 2009 Edition plus the 2011 OBO International Code Supplement (ISC).
  - d. National Electric Code, 2008 Edition plus the 2011 OBO International Code Supplement (ISC).
  - e. National Fire Protection Association, NFPA 101, NFPA 33 and NFPA13.

**2. Fuel Management System**

- a. Provide a fully functional fuel management system with components and functions described in the specifications.
- b. Provide interface as needed for existing pumping equipment.
- c. Install all components according to the manufacturer's instructions.

- d. Provide raceways for specified interconnections as shown on drawings. Fill and patch cuts to match adjacent surfaces.
- e. Disconnect and remove existing fuel management system. Clean area, prepare for installation of replacement equipment. Extend existing electrical circuit as need to power new equipment.
- f. Provide and activate 2000 vehicle keys at startup.

### **3. Closeout**

- a. At completion of work, the Contractor shall clean any impacted areas to a condition equal to original condition.
- b. All shipping materials and construction debris are to be disposed of in a legal manner outside of the IZ.
- c. Prior to Final Acceptance the Contractor shall submit to the Contracting Officer Representative marked up drawings (As-Builts) reflecting the work as constructed. The drawings shall be digitally submitted on a CD-ROM in both AutoCAD and PDF format.

## **5. DELIVERABLES – See Section F.11**

### **Approximate dates of pre-award activities - Reserved**

### **Construction Milestones, from Notice to Proceed**

### **Commencement, Prosecution, and Completion of Work – See Section F.2**

## **6. RESPONSIBILITIES AND PROJECT MANAGEMENT**

1. **COR.** A Contracting Officers Representative (COR) will be assigned to ensure quality assurance goals are met. The Contractor shall provide the COR access to the site at all times.
2. **Point of Contact.** The COR shall be the main point of contact for this Project. The Contractor shall report to the COR on (a) status of the Project, (b) changes in Schedule, (c) accidents and safety issues, (d) disruptions to elevator or utility services; and all other important information pertaining to the Project
3. **English Speaking Representative.** The Contractor shall provide an English-speaking representative on-site during all working hours with the authority to make all decisions on behalf of the Contractor and subcontractors.
4. **Management Personnel.** The Contractor shall staff the site, full-time, with a competent senior manager who shall perform project management. Remote project management is not an option. This individual shall keep a detailed photographic and written history of the project and shall update the Government weekly.

5. **Site Security.** The Contractor is responsible for on-site security as necessary to ensure no unauthorized access to their work sites. The Contractor is 100% responsible for securing their working materials and equipment. Any damage to facilities or infrastructure, which happens due to a lack of security, will be the responsibility of the Contractor to correct.
6. **Contractor's Temporary Work Center.** The Contractor will be permitted to use a designated area within the contract limits for operation of his construction equipment and office if warranted. If directed by the Contracting Officer, the Contractor shall not receive additional compensation to relocate his operations. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area within 5 days of final acceptance by the Contractor and shall be disposed of in accordance with applicable host government laws and regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade. The Contractor is responsible for maintaining this area in a clear orderly manner.
7. **Health and Safety.** The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. The Contractor must provide cold water to all workers at the job sites. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of eye protection, hard hats, and closed toe shoes. If the workers arrive on-site with sandals or athletic shoes, the Contractor is expected to provide rubber boots to them or send them home. All construction workers and management personnel must wear hard hats at all times on the construction sites. Contractor provided rubber boots and rubber gloves shall be worn when working around concrete placement. Other PPE such as gloves, dust masks, air respirators (sewage work) are also recommended. These items must be provided at the Contractor's expense. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment. Any worker at an elevated location above 4 meters, with the exception of a portable ladder, must be provided and utilize a safety harness.

The Contractor must adhere to the Construction Safety and Occupational Health Regulations of OBO Specification Section 01521.

8. **Progress Payments.** If the contract awarded expects to receive more than one (1) progress payment, the Contractor must submit a broken out Cost Proposal with a Schedule of Values in order to properly calculate the percentage of contract completion.

**ATTACHMENT #7****DEFENSE BASE ACT INSURANCE RATES & CONTACT INFORMATION**

Contract number: S-AQMMA-08-C-0204

Contractor: Continental Insurance Co.  
333 S. Wabash Ave  
Chicago, IL 60604-4107

Agent: Rutherford International  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Primary Contact: Delia Shontere, Phone (703) 813-6507  
FAX: (703) 354-0370, Email: [delia.shontere@rutherford.com](mailto:delia.shontere@rutherford.com)

Secondary Contact Sara Payne, Phone (703) 813-6503, same FAX as above  
E-mail: [sara.payne@rutherford.com](mailto:sara.payne@rutherford.com)

**Rates July 22, 2011 through July 21, 2012:**

Please note the rates referenced below are subject change due to an ongoing contract audit. If the audit outcome determines different rates are applicable, A/OPE will issue an additional PIB with the rates and guidance.

Description	Rate
Services	\$4.00 per \$100 of employee compensation
Construction	\$5.50 per \$100 of employee compensation
Security Contractor/Guards without Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$10.50 per \$100 of employee compensation
Aviation Related Services with Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$20.00 per \$100 of employee compensation

For the purposes of this contract, employee remuneration is defined as salary plus post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances.

Please note if a contractor is self-insured they are not required to utilize this contract. The following link provides a list of contractors approved by the Department of Labor as authorized self-insured employers to provide DBA insurance: <http://www.dol.gov/esa/owcp/dlhwc/lscarrrier.htm#authorized%20self->

[insured%20employers](#). Contractors not on this list are not self-insured and are required to use the DoS DBA contract, except for the INL Air Wing contract.

## **DEFINITION OF LABOR CATEGORIES**

### **SERVICE:**

\$4.00/\$100 “White collar” workers such as IT Consultants, Engineers, Administrative-type Office workers, Translators, Instructors, Restaurant type services. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

### **CONSTRUCTION:**

\$5.50/\$100 “Blue collar” workers providing Construction services such as Laundry Services, Janitorial Services, Installation of Cable, Security Systems, Testing/Maintaining of Equipment, Carpentry, Electrical, Plumbing, HVAC, Elevator installation and maintenance, Concrete, Asphalt, Day Laborers, Operation, Maintenance and Repair of Heavy/Light Equipment, Mechanics, Drivers, Skilled/Unskilled Manual Labor.

### **SECURITY:**

\$10.50/\$100 Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel (Iraq/Afghanistan)

### **AVIATION:**

\$20.00/\$100 Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground

**The labor category for this acquisition is CONSTRUCTION.**

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**ATTACHMENT 8**  
**UNITED STATES DEPARTMENT OF STATE OVERSEAS BUILDINGS OPERATIONS**  
**NEW EMBASSY COMPOUND, BAGHDAD, IRAQ SPECIFICATIONS**

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JANUARY 2011

UNITED STATES DEPARTMENT OF STATE  
OVERSEAS BUILDINGS OPERATIONS OBO STANDARD SPECIFICATIONS

**SECTION 02559 - FUEL DISPENSING CONTROLS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Provide vehicular fuel dispensing equipment for dual fuel, dual pump system as described below. Pumps, tanks and piping are existing. The existing fuel dispensing system is operational, but does not provide the required capabilities.

**1.2 REFERENCE STANDARDS**

- A. National Fire Protection Association (NFPA) 30: Flammable and Combustible Liquids Code and NFPA 31: Standard for the Installation of Oil Burning Equipment.
- B. 40 Code of Federal Regulations (CFR), United States Environmental Protection Agency (EPA), Parts 280, Technical Standards and Corrective Actions for Owners and Operators of Underground Storage Tanks.

**1.3 SYSTEM REQUIREMENTS**

- A. Fuel dispensing equipment shall conform to Chapter 13 of the Mechanical Code of Overseas Buildings Operations.
- B. UL or CE listing for all equipment.

**1.4 SUBMITTALS**

- A. Product Data: For the following:
  - 1. Fuel management system.
  - 2. Conduit, raceways and boxes.
- B. Shop Drawings: Submit shop drawings for the following:
  - 1. Fuel Management System: Include details for fuel island terminal with pump control terminal, and wiring diagram for dispenser pump controls and monitoring system.
- C. Qualification Data: For manufacturer and installer.

**1.5 Factory Quality Control Checklists:**

- A. Field Report: For start-up service recording inspections and results of tests.
- B. Installation Instructions and Checklists: Include Manufacturer's installation instructions for fuel management system.

1. System supplier shall submit comprehensive checklist of quality and safety items critical to system and certify that installation has been done in accordance with contract requirements and local applicable fire and environmental codes.

C. Maintenance Data:

1. Provide spare parts lists required for each element of fuel system.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturers shall have produced similar systems for at least the past ten years.
- B. Installer Qualifications: Installers who have been trained and certified by manufacturer for installation of systems required for this project.

1.7 WARRANTY

- A. General: Manufacturer's standard form in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period.
- B. Electronic Fuel Management System for Vehicular Fuel Dispensing:
  1. Warrant functionality of read/write keys. Provide technical support via telephone for diagnostics and assistance.
    - a. Warranty Period: Five years.

PART 2 - PRODUCTS

2.1 ELECTRONIC FUEL MANAGEMENT SYSTEM FOR VEHICULAR FUEL DISPENSING

- A. Base system controls (authorizes and enables) and accounts fuel users, vehicle, hose, tank, volume and time.
- B. Hardware consists of Fuel Management Unit (FMU) at the pumps, Windows software for PC Central Controller (CCU), and one or more access devices - credit card, Smart Card, FOB's, proximity cards/tags, and/or on board modules.
- C. CCU communicates with FMU through a Network Interface Card (NIC) or voice grade analog telephone line to download transactions and upload access lists.
- D. Fuel Management Unit (FMU) controls access to fuel dispensers and collects information on each transaction. FMUs may be fixed or mobile.

Fixed FMUs are permanently mounted on or near the fuel island. Each fixed FMU comes standard with two hose controllers, but may have hose controllers added up to a total of eight.
- E. A master FMU contains a modem for communications with the Central Controller and, where specified, controls all connected Satellite FMUs. Master FMUs and Satellite FMUs are identical in appearance and manner of operation; however, the Satellite depends on the Master for information and also its transactions are downloaded through the Master FMU's modem/NIC. A Master can control up to a maximum of eight Satellites.
- F. Different access devices may be used to activate a dispenser. FMUs are built according to a customer's needs and can accept up to five different access devices.

- G. Read/write keys (fobs), cards, credit cards, proximity cards /tags and on-board computers that transmit data by radio frequency may also be used.
- H. All devices are programmable at the Central Computer.
- I. Keys, cards, mag stripe cards or proximity cards can be used as Vehicle Key, User Key, Supervisor Key, or Manual Issue Key. They are encoded with the software and encoder at the Central Computer.
- J. *Vehicle Keys* are encoded with a vehicle identification number and are assigned to a vehicle. These keys can keep the vehicle's last odometer reading and the range in which the next reading should be. The type of fuel and quantity limit for the vehicle ensures that only the correct product(s) can be dispensed into the vehicle.
- K. *User Keys* are encoded with a user identification number and are assigned to a user.
- L. *Supervisor Keys* are authorized special access to reconfigure the FMU, run built-in tests of the FMU, and issue fuel to operators without a key, and enter inventory.
- M. *Manual Issue Keys* are used to issue fuel to individuals or vehicles that do not have an access device.

## 2.2 FUEL MANAGEMENT SOFTWARE.

- A. Windows Software on the Central Computer (CCU), used to download transactions from, and upload information to, FMUs; provide reports; export data to fleet maintenance programs; and encode, record, track and update access devices.
  - a. The operating program is available in three basic configurations: Verifiable Miscellaneous Number (VMN), Verifiable Vehicle Identifier (VVI), or Commercial (COM) version.
  - b. The system is to be initialized using VMN. The VMN version utilizes Vehicle Keys and accepts the keypad entry of only those ID numbers loaded into the FMU.
- B. The CENTRAL CONTROLLER (*CCU, main computer holding database*) communicates with the FMU to download transaction data, upload authorizations, or to change FMU configuration. CCU is an IBM compatible personal computer, minimum 800MHz Processor, 512Mb RAM, 150Mb free hard drive space, 12x CD-ROM, 33.6K analog modem (must be 100% Hayes compatible), 1024 x 768 screen resolution, serial port, network connection, USB and WinXP® Professional Operating System SP. Computer will be provided by Government, programmed, installed, and initiated by the Contractor.
- C. The ENCODER uses data entered in the software to encode, update, or re-encode keys, cards or other devices noted about. The encoder is also used to read data from devices and update the odometer, preventive maintenance mileage, etc. The encoder connects to the PC's USB port .
- D. Provide the following SYSTEM OPTIONS:
  - 1. DIRECT-CONNECT. FMU and CCU are about 120 meters apart. Provide interfaces, conduit and cable to direct connect FMU and CCU.

2. RECEIPT PRINTER. The Receipt Printer on the FMU prints a receipt of the transaction including system owner name, date, time, user ID, Vehicle ID, hose, product, price, and quantity. Additional customer information may be programmed for printing.
3. DATA LOGGER.
  - a. The local Data Logger is a backup for the direct connect noted above. All data described below is transmitted to the CCU as well as stored in the local device.
  - b. The data logger may be installed in any FMU to electronically capture transactions on removable SecureDigital (SD) media. Over 3 million transactions can be stored on a 1GB SD card in a circular buffer by date.
  - c. The card can be removed and read by inserting it into a PC card reader slot, or the contents of the card can be viewed by connecting to the FMU using off-the-shelf commercial software. It can be used in lieu of an onsite printer.
- E. AUTOMOTIVE INFORMATION MODULE (AIM).
  1. RFID system installed on a vehicle and programmed with information about the vehicle, as well as collecting odometer, chronometer, engine error codes and other information.

Information on the vehicle is transmitted by radio frequency from the AIM unit to the FMU. Information is collected during fueling without driver involvement.
  2. Ensures proper fuel allocation
  3. Prevents cross-fueling with grade-lock feature
  4. AIM may be added as desired at any time in the future.
- F. PROXIMITY TAG READER. Any FMU can be equipped with a low profile proximity card/tag reader to read proximity tags/cards in the Wiegand bit stream format. The FMU will extract the Site ID and Card ID from the proximity tag/card.
- G. CREDIT CARD ACCESS. A Master FMU may be equipped to read most popular fleet, aviation, and standard credit cards. A credit card system must have a dedicated voice grade, analog phone line.
- H. QUICK STOP BUTTON. Provide and install FMUs may with a resettable quick stop button to remove (and restore) power from (to) the FMU. Button shuts down FMU and all fuel delivery.
- I. LARGE REMOTE DISPLAY/PULSE DELAY CIRCUIT The Large Remote Display and Pulse Delay Circuit delays registering fuel quantity until the hose is fully charged. Then all recorded fuel matches the fuel actually dispensed from the fuel nozzle.
- J. NETWORK COMMUNICATIONS. Communications between the FMU and Central Controller is available via cable, fiber optic, or wireless network communications in addition to telephone and direct connect cable communications.
- K. SYSTEM SOFTWARE OPTIONS.
  1. *Odometer Entry*. Prompts user to enter odometer/chronometer for vehicle efficiency reporting and/or Preventive Maintenance tracking.
  2. *Preventive Maintenance*. Reminds user that Preventive Maintenance (PM) is due for vehicle being fueled. The PM range is selectable by system owner.
  3. *P.I.N.* (Personal Identification Number). Prompts user to enter a PIN when initiating a transaction. Just as with an ATM card, the four-digit PIN only works with its

assigned PROKEE®. The PIN is not to be confused with the verifiable miscellaneous number which is normally used to identify the driver, can be up to nine-digits long, and can be used with any PROKEE®.

4. *Semi-manual Operation.* Using a supervisor key, you may activate selected dispenser hoses to permit fueling without a key device while still recording the time, date, and amount of each transaction for inventory and billing purposes. This option is primarily used during emergencies, when large numbers of equipment, some of which may not belong to the site operator, require rapid fueling.
5. *Transaction Termination for Incorrect Odometer /Chronometer Entry.* Set FMU to reject odometer/chronometer entry that is not within range specified.
6. *Oil Check.* Prompts user to check oil and manually input (through Keypad entry) amount of oil added during the fueling transaction.
7. *Miscellaneous Fields in Vehicle Records.* Each vehicle record has five miscellaneous fields that the system operator may elect to use. Each field may be used to differentiate one specific item from one vehicle to another, e.g. on-road vs. off-road purposes, three axle vs. two axle, etc.

### 2.3 Interface and Wiring Requirements

- A. *Dispenser Control.* Provide all necessary power and relays to control (8) fuel dispensing points.
- B. *Pulse Transmission.* 12 VDC contact closure and open collector pulsers, either filtered or non-filtered. Filtered pulses to 9000 pulses per minute (i.e., a hose with a 100:1 pulser delivering 15 gallons per minute will return 1500 pulses).
- C. *FMU-to-PC Communications.* Analog communications using a wired network connection. FMU also capable of communication using an analog telephone line, wireless network connection, or direct-connect through the use of a two-way ring-down device or direct connect cable.

### 2.4 CONDUIT / WIRING REQUIREMENTS

- A. Do not use solid core wire.
- B. All conduit must be metal, explosion-proof within the Hazard Area, and installed in accordance with the National Electrical Codes (NEC). Minimum conduit size is 18 mm (3/4 inch).
- C. Provide dedicated 15 amp, 240 volt, single phase circuit to the FMU using existing conduit from the Motor Pool Building. (2)10 AWG THHN.
- D. DC pulser wires and AC control wires may be routed through the same conduit providing the pulser wires are shielded and insulated for the maximum power carried through the conduit. 22 AWG shielded Cat 6 pulser cable. 12 AWG THHN control wire.
- E. Phone, network, and transaction printer cables may be routed together in the same conduit, but NOT through the same conduit as any AC power wires. Provide fiber optic

cable, relays and interfaces for communication between the FMU and CCU, install per manufacturer.

- F. Provide phone line to the FMU and Central Controller. 22 AWG shielded CMX (i.e., Belden 8723 2-pair, or equivalent) cable.

## 2.5 Transaction Memory

- A. System had capacity to store transactions in non-volatile RAM and to communicate all data to CCU. Each transaction contains:

1. Sequential Transaction Number.
2. Transaction Termination Code (e.g., Normal, Quantity Restriction).
3. Account Name.
4. Driver Card Number.
5. Vehicle Card Number.
6. Date and Time.
7. Fuel Type.
8. Pump Number.
9. Quantity Dispensed.
10. Unit Price.
11. Total Transaction Extended Monetary Amount.
12. Odometer Entry.
13. Misc. Keyboard Number.
14. Consumption Factor: Miles per Gallon or Liters/100km.
15. Receipt Status: Issued/Not Issued.

- B. Data Record and Authorizations

1. Fuel Type (Product) Identification: Operator shall be able to specify and store price and description of up to 16 products.
2. Miscellaneous Entry Field Capacity: System shall be capable of recording a field of up to 10 digits entered at keyboard by user.
3. Clock/Calendar: System shall keep accurate accounting time and date, even in event of power failure. Date and time formats shall be user selectable (i.e., 12/24 hr, MMM/DD or DD/MMM). System shall be able to automatically correct for daylight savings time.
4. Fuel Type Restriction: Operator shall be able create table of up to 15 combinations, or levels, of authorized products. Operator shall then be able to assign level number to each individual user or account group.
5. Quantity Restriction: Operator shall be able to create a table of 15 quantity restriction levels. Operator shall then be able to assign level number to each individual user or account group to limit amount of fuel dispensed for each transaction. Restriction shall be by either quantity or monetary value.

6. Open/Close: System shall have capability of being placed in either "Open" or "Closed" mode by authorized personnel. Fueling shall not be allowed in "Closed" mode.
7. Single or Dual Card/Key Operation: Operator shall be able to program system for cardless (manual entry via keyboard), single and/or dual card/key operation.
8. Personal Identification Numbers (PIN): System shall have ability to recognize and verify up to 6-digit Personal Identification Number (PIN) when entered at Fuel Island Terminal. The system shall be able to invalidate a card after 3 consecutive incorrect PIN entries.  
Operator shall have choice of methods to select PIN's for each individual user:
  - a. Individually program PIN number for each user.
  - b. Automatically generate random PIN number.
9. Pump Configuration: Operator shall be able to program and store up to 32 operating parameters for each hose position. These parameters shall include:
  - a. Pump Number: A pump number from 0 - 99 to be assigned to any available relay position.
  - b. Fuel Type Number: Fuel Type number (1 - 16) and operator-selectable description of product being dispensed by pump.
  - c. Tank Number: Tank number (1 - 8) to be used by inventory program.
  - d. Quantity of Fuel per Transaction Limit.
  - e. Total Transaction Time-Out: System shall be able to monitor total transaction time, programmable for each hose between 1 - 999 seconds (entry of 'O' shall allow unlimited time). System shall turn off the pump if that time is exceeded.
  - f. Pump Handle Time-Out: System shall monitor time between authorization and activation of pump handle, which is programmable for each hose between 1 - 999 seconds (entry of 'O' shall allow unlimited time). If device is selected but pump handle not activated by user before end of this period, transaction shall be terminated.
  - g. First Pulse Time-Out: System shall monitor time between activation of pump handle and receipt of first pulse, which is programmable for each hose between 1 - 999 seconds (entry of 'O' shall allow unlimited time). Transaction shall be terminated if that time exceeds programmed parameter.
  - h. Missing Pulse Detector (MPD) Time-Out: Missing Pulse Detector" (MPD) shall be built into circuit controlling each pump so that all power shall be removed from pump if pulses indicating fuel flow are not received at regular intervals. Length of acceptable interval between pulses shall be 'programmable for each hose between 1 - 999 seconds (entry of 'O' shall allow unlimited time).
  - i. Pulser Divide Rate: Operator shall be able to program system to assign 1 - 9000 pulses per unit of fuel measure.
  - j. Pump Deactivation Sentry: Operator shall be able to program the system to automatically place pump "out of service" after 3 consecutive "zero quantity" fueling transactions occurring from that pump (zero quantity transactions may

- be indication of pump or pulser hardware failure). "Out of service", or other operator defined message, pump shall be indicated on Fuel Island Terminal (FIT) display. System shall have flexibility to disable this function for one or more particular pumps.
- k. Messaging: System shall have capability of displaying up to 100 different, operator-defined messages at Fuel Island Terminal (and printed on receipt) for specific Card/Key or Account numbers. System shall have capability to automatically clear messages after operator-determined time period.
10. Card/Key Status: System shall have capacity to allow driver and vehicle cards/keys to be declared valid or invalid by authorized personnel.
  11. Site Name: System shall have provision to program 12 character site name into memory. This is used when system is accessed by modem.
  12. Pump and Product Totals: System shall have capacity to accumulate individual pump and product totals as well as track each pump totalizer. Operator shall be able to enter initial pump totalizer number into system for each pump. This number will be incremented by system when product is dispensed, and can be checked against pump's totalizer to determine accuracy and working status of pulser.
  13. Inventory Control: Operator shall be able to program into system memory up to 8 tank inventory balances. Inventory balance for each product shall be reduced automatically as each fueling transaction occurs. Operator shall be able to change this number to accommodate fuel deliveries. System shall be capable of displaying, on demand, current inventory amount for each individual tank.
  14. Manual Operation: Operator shall have ability to place pumps in "manual" mode, allowing manual operation of pumps (without entering rare ID). This shall be done directly through programming terminal, or remotely by modem.
    15. Display Prompts: Fuel Island Terminal display prompts shall be programmable by operator. System shall use set of standard default prompts at start-up.
    16. Dual Language: System shall have capability of storing 2 sets of FMU display messages in 2 different languages or 2 separate sets of display prompts (e.g., "Enter Odom" as opposed to "Enter Hubmeter"). When card/key is read, system shall display all messages in correct language for that user.
    17. Password: Operator shall be able to program a 6-character, alphanumeric password that must be entered correctly to gain access to system either directly or via phone.
    18. Pump Handle Monitor: System shall monitor the pump handle to ensure that it was turned to "OFF" (reset) position before pump can be reactivated. Operator shall be able to disable this feature.
    19. Pass-through Communications Port: System shall have capability of passing modem communications through to another RS/232 device.
  20. Memory Key Report Features: Memory Key shall:
    - a. Be read/write device.
    - b. Be made of highly durable plastic, able to withstand daily usage and handling.
    - c. Be static-resistant.
    - d. Have several methods of responding to incorrect odometer or hour readings.

- e. Have ability to be coded for minimum odometer or hour entry.
  - f. Have ability to be coded for maximum odometer or hour entry.
  - g. Have ability to be encoded a minimum of 10,000 times.
  - h. Contain last correct odometer entry and shall have ability to download odometer entry to any key reader.
  - i. Have ability to be programmed with warning odometer for servicing purposes.
  - j. Have ability for "no fuel" odometer to prevent vehicle from not being serviced.
21. Memory Key with Multi-Site Odometer Reasonability: System shall have capability of storing last odometer reading into memory key. Using stored reading, system shall determine if current entry is "reasonable" (within specified range) before allowing access to fuel. Memory Key shall also log number of unreasonable odometer entries and number of transactions per day. System shall also have ability to prompt fuelers with service warnings and to prevent fueling when odometer entries meet or exceed programmed levels. System shall check for lower and upper value for odometer reasonability range. System shall allow for 5 different methods of odometer response to three sequential incorrect entries. If two or three bad odometer entries are same, current odometer entry shall be printed in odometer field and odometer value in Memory Key shall be updated. Bad entry counter shall be automatically reset to zero after good odometer entry.
- a. Method 0: Method 0 shall be "bypass". All odometer entries are defined by system as reasonable. Fueling shall always be allowed.
  - b. Method 1: This shall be most restrictive method. After three bad odometer entries, Memory Key shall be invalidated and fueling disallowed for user. System shall not recognize invalidated Memory Key until it is reset (reprogrammed).
  - c. Method 2: Second method shall log unreasonable odometer entries in same ways as Method 1. After third bad entry, Memory Key shall be flagged on report and on transaction receipt by printing '<<<' in odometer field. Fueling shall be allowed but only for entire current transaction.
  - d. Method 3: Method 3 shall always allow fueling, and bad entries shall be logged in two ways. If all three bad entries are different, transaction is flagged on transaction receipt and on report by printing '=== ' in odometer field. Odometer reading stored in Memory Key shall not be updated, but bad entry log in Memory Key shall be reset to zero. User must enter three more bad odometer readings for his transaction to be flagged again. If two or three of bad entries are same, '>>>' shall be printed in odometer field and odometer value in Memory Key shall be updated.
  - e. Method 4: Method 4 shall log bad entries in two ways. Fueling shall always be allowed. If all three bad entries are different, transaction shall be flagged on transaction receipt and on report by printing '= = =' in odometer field. Odometer reading stored in Memory Key shall not be updated, but bad entry log in Memory Key shall be reset to zero. User shall be required to enter three or more bad readings for his transaction to be flagged again.

22. Memory Key Encoding Method: FMU shall be able to encode Memory Key in 2 methods.
  - a. Method 1: By authorized user placing FMU into manual encoding mode. This mode utilizes keyboard to program all or any of Memory Key fields.
  - b. Method 2: FMU shall be able to automatically reprogram Memory Key (with on-site or remotely downloaded data) when key is inserted (e.g., new time for service or warning odometer message).
- A. Vehicular Fuel Dispensing System Reporting:
  1. System shall have capability to generate reports. Operator shall be able to access these reports on-demand via data terminal. System shall be able to display or print report data at user's discretion.
  2. System Information Reports:
    - a. System Status Report
    - b. Fuel Island Terminal (FIT) Status c. Pump Configuration Data
    - d. Transaction Data Report
    - e. Card/Key Information Report f. Account Information Report
    - g. Pump Totals and Totalizers Report h. Inventory Report
    - i. Product Totals Report

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Install dispensing equipment, including appurtenances, cable, conduit, and accessories as indicated on Drawings.
  1. Verify location of equipment conforms to requirements of Chapter 13 of the Mechanical Code of Overseas Buildings Operations.
  2. Install wiring in conduit with long radius bends at all changes in direction. Comply with Division 16 requirements for conduit.

#### 3.2 ELECTRONIC FUEL MANAGEMENT SYSTEM INSTALLATION FOR VEHICULAR FUEL

- A. Fuel Island Terminal: Install fuel island terminal system in accordance with manufacturer's installation details.
- B. Install Electronic fuel Management System in accordance with manufacturer's written instructions.

#### 3.3 START-UP SERVICE

- A. Engage manufacturer's factory certified technician to perform start-up service. Start-up service shall be provided for Electronic Fuel Management Systems. Notify COR 14 days in advance of performing startup field testing.
  1. Complete installation and perform start-up check according to manufacturer's written instructions.

2. Verify that installation complies with Construction Documents.

### 3.4 DEMONSTRATION

#### A. General:

1. Provide training for up to (6) staff at project site. Schedule training with COR at least fourteen days in advance.
2. Train Government maintenance personnel on procedures and schedules for starting and stopping, operating, troubleshooting, servicing, and maintaining equipment and schedules.
3. Review data in manufacturer supplied maintenance manuals, and site-specific operations and maintenance plan,

#### B. Electronic Fuel Management System for Vehicular Fuel Dispensing:

1. Minimum of eight hours of on-site training, provided by fuel management system supplier, for operators and supervisors of fuel island management units and related software.
  - a. Review system controls.
  - b. Provide minimum of four additional hours training for users of software system, either on-site or online. Review use and maintenance of system software.

END OF SECTION 02559

**UNITED STATES DEPARTMENT OF STATE OVERSEAS BUILDINGS OPERATIONS  
NEW EMBASSY COMPOUND, BAGHDAD, IRAQ**

**SECTION 16050 - BASIC ELECTRICAL MATERIALS AND METHODS**

**PART 1 - GENERAL**

**1.17 SUMMARY**

- A. This Section includes the following:
  - 1. Raceways.
  - 2. Building wire and connectors.
  - 3. Supporting devices for electrical components.
  - 4. Electrical identification.
  - 5. Electrical demolition.

**1.18 DEFINITIONS**

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. RMC: Rigid metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.
- E. RNC: Rigid non-metallic conduit.

**1.19 SUBMITTALS**

- A. Product Data: For each type of product indicated.

**1.20 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

**1.21 COORDINATION**

- A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.
  - 1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.
- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
- C. Coordinate electrical service connections to components furnished by utility companies.
  - 1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.
  - 2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.

- D. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Division 8 Section "Access Doors."
- E. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.
- F. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

## **PART 2 - PRODUCTS**

### **2.17 RACEWAYS**

- A. EMT: ANSI C80.3, zinc-coated steel, with compression fittings only (no set screw type).
- B. FMC: Zinc-coated steel.
- C. RMC: ANSI C80.1.
- D. LFMC: Zinc-coated steel with sunlight-resistant and mineral-oil-resistant plastic jacket.
- E. RNC: NEMA TC 2, Schedule 40 PVC, with NEMA TC3 fittings.
- F. Raceway Fittings: Specifically designed for the raceway type with which used.

### **2.18 CONDUCTORS**

- A. Conductors, 6.0mm<sup>2</sup> and Smaller: Solid copper.
- B. Conductors, Larger Than 6.0mm<sup>2</sup>: Stranded copper.
- C. Insulation: Thermoplastic, rated at 75 deg C minimum.
- D. Wire Connectors and Splices: Units of size, ampacity rating, material, type, and class suitable for service indicated.

### **2.19 SUPPORTING DEVICES**

- A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.
- B. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel.
- C. Slotted-Steel Channel Supports: Flange edges turned toward web, and 14-mm-diameter slotted holes at a maximum of 50 mm o.c., in webs.
- D. Slotted-Steel Channel Supports: Comply with Division 5 Section "Metal Fabrications" for slotted channel framing.
  - 1. Channel Thickness: Selected to suit structural loading.
  - 2. Fittings and Accessories: Products of the same manufacturer as channel supports.
- E. Nonmetallic Channel and Angle Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 14-mm-diameter holes at a maximum of 203 mm o.c., in at least one surface.
  - 1. Fittings and Accessories: Products of the same manufacturer as channels and angles.
  - 2. Entire electrical system shall be fully rated.
- F. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
- G. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
- H. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for nonarmored electrical cables in riser conduits. Plugs have

number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable-iron casting with hot-dip galvanized finish.

- I. Expansion Anchors: Carbon-steel wedge or sleeve type.
- J. Toggle Bolts: All-steel springhead type.
- K. Powder-Driven Threaded Studs: Heat-treated steel.

for service indicated.

## 2.20 ELECTRICAL IDENTIFICATION

- A. Conductor and communication- and control-cable identification materials
  1. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 0.08 mm (3 inches) thick by 25 to 50 mm (1 to 2 inches) wide.
  2. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
  3. Marker for Tags: Permanent, waterproof, black ink marker recommended by Tag manufacturer.
- B. UNDERGROUND-LINE WARNING TAPE
  1. Description: Permanent, bright-colored, continuous-printed, polyethylene tape.
    - a. Not less than 150 mm (6 inches) wide by 0.102 mm (4 mils) thick.
    - b. Compounded for permanent direct-burial service.
    - c. Embedded continuous metallic strip or core.
    - d. Printed legend shall indicate type of underground line.
- C. PANEL DIRECTORIES
  1. Printed Circuit Directory in clear plastic case, permanently adhered to the panel cover.
  2. Provide new directory, same as schedule on approved drawings, for new panels.
  3. For any revision to an existing panels, no matter how minor, provide new directory, printed and mounted as above.

## 2.5 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

## 2.6 FLOOR, CEILING ROOF and WALL PENETRATIONS

- A. For penetrations of any building surface, provide UL listed products intended for the use.
- B. Confirm rating of surface, provide materials rated and listed for the location and type of materials. 3M or approved.
- C. For Roof penetrations, provide factory system for complete weatherproofing, including curbs, boots and flashing per the manufacturer. Portals Plus or approved.

## 2.7 CONDUCTORS AND CABLES

- A. Refer to Part 3 "Conductor and Insulation Applications" Article for insulation type, cable construction, and ratings.

- B. Conductor Material: Copper only complying with NEMA WC 5 or 7; solid conductor for 6.0 mm<sup>2</sup> and smaller, stranded for 10.0 mm<sup>2</sup> and larger. Copper shall be 98 percent conductivity and hard drawn.
- C. Conductor Insulation Types: Type THHN-THWN, XHHW, or XHHW-2 complying with NEMA WC 5

## 2.8 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

## 2.9 METAL CONDUIT AND TUBING

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Plastic-Coated Steel Conduit and Fittings: NEMA RN 1.
- C. Plastic-Coated IMC and Fittings: NEMA RN 1.
- D. EMT and Fittings: ANSI C80.3.
  - a. Fittings: Compression type. Set screw type not permitted.
  - b. Connectors: Threaded / locknut type. Snap in type not permitted.
- E. FMC: Zinc-coated steel.
- F. LFMC: Flexible steel conduit with PVC jacket.
- G. Fittings: NEMA FB 1; compatible with conduit and tubing materials.

## 2.10 NONMETALLIC CONDUIT AND TUBING

- A. ENT: NEMA TC 13.
- B. RNC: NEMA TC 2, Schedule 40 and Schedule 80 PVC.
- C. ENT and RNC Fittings: NEMA TC 3; match to conduit or tubing type and material.
- D. LFNC: UL 1660.

## 2.11 SURFACE RACEWAYS

- A. Above-Ground Raceways: Rigid galvanized steel conduit, intermediate metal conduit and corrosion-treated electrical metallic tubing shall be used as permitted by codes for above-ground installations and for wiring in non-hazardous areas of buildings. Aluminum and PVC conduit may be used only with the approval of DE/EEB in limited applications. Raceway installation in the ceiling space is preferred over installation in floor slabs.
- B. Surface Nonmetallic Raceways: Two-piece construction, manufactured of rigid PVC compound with matte texture and manufacturer's standard color.
- C. Types, sizes, and channels as indicated and required for each application, with fittings that match and mate with raceways.

## 2.12 BOXES, ENCLOSURES, AND CABINETS

- A. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- B. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover.
- C. Nonmetallic Outlet and Device Boxes: NEMA OS 2.
- D. Floor Boxes: Cast metal, fully adjustable, rectangular.
- E. Floor Boxes: Nonmetallic, nonadjustable, round.
- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Cast-Metal Pull and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.
- H. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.

- a. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
- b. Nonmetallic Enclosures: Plastic, finished inside with radio-frequency-resistant paint.

- I. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover. Key latch as indicated. Include metal barriers to separate wiring of different systems and voltage and include accessory feet where required for freestanding equipment.

## 2.13 FACTORY FINISHES

- A. Finish: For raceway, enclosure, or cabinet components, provide manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: For raceway, enclosure, or cabinet components, provide manufacturer's standard paint applied to factory-assembled surface raceways, enclosures, and cabinets before shipping.

## 2.14 WIRING DEVICES, GENERAL

- A. Wiring Devices: Provide U.S. NEMA type wiring devices and associated devices, boxes, and covers in the CAA. Outside the CAA all wiring devices shall be the U.S. NEMA type, however with the written approval of DE/EEB, exceptions may be made to use local devices. Receptacles other than 120-volt or 220-volt general-purpose convenience outlets shall be marked on the cover plates with voltage, amperage, phase, and frequency. Matching plugs shall be provided.
- B. Wire and Cable: Select types of insulation according to the application. See the NEC for insulation types, operating temperatures, ambient temperature, and voltage classes. Cable and wire sizes, types, and insulation shall be properly specified by the A/E using U.S. standards in order to obtain the highest quality transmission for security, data, and other signal cables. Provide solid conductors for conductors sized 6.0 mm<sup>2</sup> and smaller. Provide stranded conductors for conductors sized 10 mm<sup>2</sup> and larger. Provide copper branch circuits and feeder conductors sized at 125 percent of full load capacity. Use full-sized neutral conductor and a separate ground conductor for each circuit. Circuits and feeders that supply power for electronic equipment may require an oversized neutral to compensate for high harmonic neutral currents. Such feeders must be identified in the design and the neutral increased to a minimum of two times full rated size. Non-metallic sheathed cable ("Romex") is prohibited, and armored or metal clad cable, Types AC or MC is prohibited except as permitted in limited applications by DE/EEB.
- C. Overload Protection: Copper conductors shall be provided overload protection in accordance with NEC Table 310-6. Overload protection shall not exceed 15A for 2.5 mm<sup>2</sup> conductors, 20A for 4.0 mm<sup>2</sup> conductors or 30A for 6.0 mm<sup>2</sup> conductors.

## PART 3 - EXECUTION

### 3.1 ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Unless otherwise indicated, comply with National Electrical Code, latest edition.
- C. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

- D. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements. Minimum 2 meters high by 1 meter wide for access paths, unless approved in writing.
- E. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- F. Right of Way: Give to raceways and piping systems installed at a required slope.
- G. Electrical equipment shall be designed and rated to operate in unusual environmental conditions such as wind-blown sand, salt atmosphere, flooding, ultraviolet rays due to altitude, high winds such as hurricanes and tornadoes, etc. Where standard ratings are not available to match environmental conditions, equipment shall be derated as required to compensate for factors such as high altitude and ambient temperature. Equipment installed in conditioned spaces shall be designed and rated for the conditioned ambient.

### 3.2 RACEWAY APPLICATION

- A. Use the following raceways for outdoor installations:
  - 1. Exposed: EMT, compression fittings
  - 2. Concealed: EMT, compression fittings
  - 3. Underground, Single Run: RNC.
  - 4. Underground, Grouped: RNC.
  - 5. Connection to Vibrating Equipment: LFMC.
  - 6. Boxes and Enclosures: NEMA 250, Type 3R or Type 4.
- B. Use the following raceways for indoor installations:
  - 1. Exposed: EMT.
  - 2. Concealed: EMT.
  - 3. Connection to Vibrating Equipment: FMC; except in wet or damp locations, use LFMC.
  - 4. Damp or Wet Locations: IMC.
  - 5. Boxes and Enclosures: NEMA 250, Type 1, unless otherwise indicated.

### 3.3 RACEWAY AND CABLE INSTALLATION

- A. Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors.
- B. Install raceways and cables at least 150 mm away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.
- C. Use temporary raceway caps to prevent foreign matter from entering.
- D. Make conduit bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
- E. Use raceway and cable fittings compatible with raceways and cables and suitable for use and location.
- F. Install raceways embedded in slabs in middle third of slab thickness where practical, and leave at least 25-mm-concrete cover.
  - 1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
  - 2. Space raceways laterally to prevent voids in concrete.

3. Install conduit larger than 25 mm parallel to or at right angles to main reinforcement. Where conduit is at right angles to reinforcement, place conduit close to slab support.
  4. Transition from nonmetallic tubing to Schedule 80 nonmetallic conduit, rigid steel conduit, or IMC before rising above floor.
  5. Make bends in exposed parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for exposed parallel raceways.
- G. Install pull wires in empty raceways. Use No. 2.5 mm<sup>2</sup> zinc-coated steel or monofilament plastic line with not less than (90-kg) tensile strength. Leave at least (300 mm) of slack at each end of the pull wire.
- H. Install telecommunications and signal system raceways, 50 mm and smaller, in maximum lengths of 45 m and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements, in addition to requirements above.
- I. Connect motors and equipment subject to vibration, noise transmission, or movement with a maximum of 1830-mm flexible conduit. Install LFMC in wet or damp locations. Install separate ground conductor across flexible connections.
- J. Set floor boxes level and trim after installation to fit flush to finished floor surface.

### 3.4 RACEWAY APPLICATION

- A. Outdoors:
1. Exposed: EMT, compression fittings
  2. Hazardous Area: Explosion proof to standard of Hazard.
  3. Underground, Single Run: RNC.
  4. Underground, Grouped: RNC.
  5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
  6. Boxes and Enclosures: NEMA 250, Type 3R.
  7. Provide factory spacers for underground utility runs. Carlon or approved.
- B. Indoors:
1. Exposed: EMT Conduits may be exposed in utility spaces such as electrical and mechanical rooms.
  2. Concealed: EMT.
  3. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
- C. Minimum Raceway Size: 16mm DN 16.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
  2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.
  3. Use only compression type fittings on EMT; use of set screw fittings on EMT is not permitted.
  4. Provide factory spacers for underground utility runs. Carlon or approved.
- E. Do not use aluminum conduit.

### 3.5 INSTALLATION

- A. Keep raceways at least 150 mm away from parallel runs of flues and steam or hot-water pipes.  
Install horizontal raceway runs above water and steam piping.
- B. Support raceways as specified in Division 16 Section "Basic Electrical Materials and Methods."
- C. Install temporary closures to prevent foreign matter from entering raceways.
- D. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portions of bends are not visible above the finished slab.
- E. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.
- F. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
  - 1. Install concealed raceways with a minimum of bends in the shortest practical distance, considering type of building construction and obstructions, unless otherwise indicated.
- G. Raceways Embedded in Slabs: Install in middle 1/3 of slab thickness where practical and leave at least 50 mm of concrete cover.
  - 1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
  - 2. Space raceways laterally to prevent voids in concrete.
  - 3. Run conduit larger than 25 mm parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
  - 4. Change from nonmetallic tubing to Schedule 80 nonmetallic conduit, or rigid steel conduit, before rising above the floor.
- H. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
  - 1. Run parallel or banked raceways together on common supports.
  - 2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- I. Join raceways with fittings designed and approved for that purpose and make joints tight.
  - 1. Use insulating bushings to protect conductors.
- J. Terminations:
  - 1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.
  - 2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 90-kg tensile strength. Leave at least 300 mm of slack at each end of pull wire tied off with 25mm locknut.
- L. Telephone and Signal System Raceways, 53 and Smaller: In addition to above requirements, install raceways in maximum lengths of 30 m and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements. Pull or junction boxes shall not be used as a bend.
- M. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush

steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces and from conditioned to non-conditioned spaces.
  2. Where otherwise required by NFPA 70.
- N. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with finished floor. Extend conductors to equipment with rigid steel conduit; FMC or LFMC may be used 150 mm above the floor. Install screwdriver-operated, threaded plugs flush with floor for future equipment connections.
- O. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

### 3.6 DEVICE INSTALLATION

- A. Install devices and assemblies level, plumb, and square with building lines.
- B. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' written instructions.
- C. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical, and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates where possible.
- D. Remove wall plates and protect devices and assemblies during painting.
- E. Adjust locations of floor service outlets to suit arrangement of partitions and furnishings.

### 3.7 DEVICE IDENTIFICATION

- A. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.
- B. Switches: Where three or more switches are ganged, and elsewhere as indicated, identify each switch with approved legend engraved on wall plate.

### 3.8 CONNECTIONS

- A. Ground equipment per NEC.
- B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.
- C. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
  1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- D. Wiring at Outlets and Switches: Install conductor at each outlet, with at least 300 mm of slack.

### 3.9 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
  1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

### 3.10 CLEANING

- A. After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes.

### 3.11 WIRING METHODS FOR POWER, LIGHTING, AND CONTROL CIRCUITS

- A. Feeders: Type THHN/THWN insulated conductors in raceway.
- B. Underground Feeders and Branch Circuits: Type THWN or XHHW insulated conductors in raceway.
- C. Branch Circuits: Type THHN/THWN insulated conductors in raceway.
- D. Remote-Control Signaling and Power-Limited Circuits: Type THHN/THWN insulated conductors in raceway for Classes 1, 2, and 3, unless otherwise indicated.

### 3.12 WIRING INSTALLATION

- A. Install splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- B. Install wiring at outlets with at least 300 mm of slack conductor at each outlet. Pigtailling conductors is not permitted.
- C. Connect outlet and component connections to wiring systems and to ground. Tighten electrical connectors and terminals, according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.

### 3.13 ELECTRICAL SUPPORTING DEVICES

- A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.
- B. Dry Locations: PVC coated Steel materials.
- C. Support Clamps for PVC Raceways: Click-type clamp system.
- D. Selection of Supports: Comply with manufacturer's written instructions.
- E. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 90-kg design load.

### 3.14 SUPPORT INSTALLATION

- A. Install support devices to securely and permanently fasten and support electrical components.
- B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.
- C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.
- D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.
- E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.
- F. Install 6-mm diameter or larger threaded steel hanger rods, unless otherwise indicated.
- G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 38-mm and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.
- H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

- I. Simultaneously install vertical conductor supports with conductors.
- J. Separately support cast boxes that are threaded to raceways and used for fixture support.  
Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 610 mm from the box.
- K. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.
- L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.
- M. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:
  - 1. Wood: Fasten with wood screws or screw-type nails.
  - 2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
  - 3. New Concrete: Concrete inserts with machine screws and bolts.
  - 4. Existing Concrete: Expansion bolts.
  - 5. Instead of expansion bolts, threaded studs driven by a powder charge and provided with lock washers may be used in existing concrete.
  - 6. Steel: Welded threaded studs or spring-tension clamps on steel. a. Field Welding: Comply with AWS D1.1.
  - 7. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
  - 8. Light Steel: Sheet-metal screws.
  - 9. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

### 3.15 IDENTIFICATION MATERIALS AND DEVICES

- A. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.
- C. Self-Adhesive Identification Products: Clean surfaces before applying.
- D. Identify raceways and cables with color banding as follows:
  - 1. Bands: Pretensioned, snap-around, colored plastic sleeves or colored adhesive marking tape. Make each color band 50 mm wide, completely encircling conduit, and place adjacent bands of two-color markings in contact, side by side.
  - 2. Band Locations: At changes in direction, at penetrations of walls and floors, at 15-m maximum intervals in straight runs, and at 8-m maximum intervals in congested areas.
  - 3. Colors: As follows:
    - a. Fire Alarm System: Red.
    - b. Security System: Blue and yellow.

- c. Telecommunication System: Green and yellow.
  - E. Tag and label circuits designated to be extended in the future. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding may be used for voltage and phase identification.
  - F. Install continuous underground plastic markers during trench backfilling, for exterior underground power, control, signal, and communication lines located directly above power and communication lines. Locate 150 to 200 mm below finished grade. If width of multiple lines installed in a common trench or concrete envelope does not exceed 400 mm, overall, use a single line marker.
  - G. Color-code 380/220-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
    - 1. Phase A: Brown.
    - 2. Phase B: Orange.
    - 3. Phase C: Yellow.
  - H. Install warning, caution, and instruction signs where required to comply with 29 CFR, Chapter XVII, Part 1910.145, and where needed to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.
  - I. Install engraved-laminated emergency-operating signs with white letters on red background with minimum 9-mm-high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.
- 3.16 CONDUCTOR AND INSULATION APPLICATIONS
- A. Service Entrance: Type XHHW or XHHW-2 single conductors in raceway.
  - B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.
  - C. Feeders Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.
  - D. Feeders Concealed in Concrete, below Slabs-on-Grade, and in Crawlspace: Type THHN-THWN, single conductors in raceway.
  - E. Exposed Branch Circuits, including in Crawlspace: Type THHN-THWN, single conductors in raceway.
  - F. Branch Circuits Concealed in Concrete and below Slabs-on-Grade: Type THHN-THWN, single conductors in raceway.
  - G. Underground Feeders and Branch Circuits: Type THHN-THWN, single conductors in raceway.
  - H. Cord Drops and Portable Appliance Connections: Type SO, hard service cord.
  - I. Class 1 Control Circuits: Type THHN-THWN, in raceway.
  - J. Class 2 Control Circuits: Type THHN-THWN, in raceway.
  - K. Neutral Conductor: Where a secondary distribution system requires a neutral conductor, a full-sized neutral conductor shall be used throughout the system, such that that neutral conductor is not shared with any other branch circuit or feeder. If the secondary distribution system supports computers or other equipment that generates harmonics, double size neutrals shall be run from the subpanel boards feeding this equipment back to the MDP or service entrance. Neutral buses shall be sized to accommodate these conductors. Insulated equipment grounding conductors run with branch circuits shall be installed such that that conductor is not shared with any other branch circuit.

**3.17 CABLE and WIRE INSTALLATION**

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Division 16 Section "Basic Electrical Materials and Methods."
- F. Seal around cables penetrating fire-rated elements according to Division 7 Section "Through- Penetration Firestop Systems."
- G. Identify and color-code conductors and cables according to Division 16 Section "Electrical Identification."
- H. Install outdoor underground feeders in concrete encased ductbank.
- I. Each electronic equipment rack shall be fed by an individual circuit breaker protected branch circuit.

**3.18 FIELD QUALITY CONTROL**

- A. Testing: Perform the following field quality-control testing:
  - 1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.
  - 2. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.3.1. Certify compliance with test parameters.
- B. Inspect installed components for damage and faulty work, including the following:
  - 1. Raceways.
  - 2. Building wire and connectors.
  - 3. Supporting devices for electrical components.
  - 4. Electrical identification.
  - 5. Electricity-metering components.
  - 6. Concrete bases.
  - 7. Electrical demolition.
  - 8. Cutting and patching for electrical construction.
  - 9. Touchup painting.

**3.19 REFINISHING AND TOUCHUP PAINTING**

- A. Refinish and touch up paint. Paint materials and application requirements are specified in Division 9 Section "Painting."
  - 1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
  - 2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
  - 3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

**END OF SECTION 16010**

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS****K.1 52.203-02 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 subparagraph (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]***; and
  - (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 98)

- (a) Definitions:

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

which the offeror is a member.

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

- (d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax exempt);

Corporate Entity (tax exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

- (f) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

### **52.204-8 Annual Representations and Certifications.**

As prescribed in [4.1202](#), insert the following provision:

#### ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730
- (2) The small business size standard is 7M.
- (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 \_\_\_\_\_ employees.
- (b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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

[52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II 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 Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_ (vi) [52.227-6](#), Royalty Information.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

K. 5 Reserved

K.6. 52.225-18 Place of Manufacture (Sept 2006)

(a) Definitions. As used in this clause—

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

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

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

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

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

K.7 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.8 RESERVED

K.9 652.225-70 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.

K.10 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

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

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

(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws	Not applicable in Iraq	Local nationals: <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>  Third Country Nationals:  <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>
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**(b) The contracting officer has determined that for performance in the country of Iraq –**

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

- (c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.
- (d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.  
 (End of provision)

**K.11. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation.**  
 (May 2011)

(a) *Definition.* "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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874 .

- (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.
- (End of provision)

**K.12 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 or has not, 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 nonresponsible.

(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)

(a) *Definition.*

“Person”—

(1) Means—

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

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

(b) *Certification.* Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran’s ability to acquire or develop certain weapons.

(c) *Exception for trade agreements.* The certification requirement of paragraph (b) of this provision does not apply if—

- (1) This solicitation includes a trade agreements certification (*e.g.*, [52.225-4](#), [52.225-11](#) or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

## 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/search.htm>

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

<http://www.statebuy.state.gov/>

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

52.204-6	CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
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

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

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

#### 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 BaghdadGSOProcBid@state.gov.
- (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 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;
- (3) Be able to demonstrate prior construction experience with suitable references for company and Project manager;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain 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;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

### L.4 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.5 SUBMISSION OF OFFERS

### L.5.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Executed Standard Form 1442, <i>Solicitation, Offer and Award (Construction, Alteration, or Repair)</i> , and completed Section K	One
II	Price Proposal and Completed Section B. The price proposal shall include a completed Section J, Attachment 4, "Breakdown of Proposal Price by Divisions of Specifications".	One
III	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	One

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 1442).

In a sealed envelope marked for the attention of the "**Contracting Officer – Proposal S-IZ100-12-R-0011 Enclosed**", which may be delivered to the Embassy Red CAC on Al Kindi Street between 0800 and 1500 on regular business days (Sunday to Thursday). No proposal will be accepted after the cut-off date and time.

If submitted in electronic format submit the offer to [BaghdadGSOProcBid@state.gov](mailto:BaghdadGSOProcBid@state.gov) in .pdf format. Please ensure that each file does not exceed 2mb. If your proposal is bigger than the stipulated size you must submit multiple emails clearly marking the solicitation number as well as the file number (example : Proposal for Solicitation S-IZ100-12-R-0008 part 1 of 3).

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.5.2 DETAILED INSTRUCTIONS

L.5.2.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.5.2.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF

PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. Complete all applicable portions of this form in each relevant category (such as, labor, materials, etc.).

L.5.2.3 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 be in four parts, including the following information:

PROPOSED WORK INFORMATION - Provide the following:

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

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.

LICENSES

- (1) A copy of the company registration with the Iraqi Ministry of Trade, or
- (2) For foreign companies, a copy of the company registration with the Foreign Companies Section of the Iraqi Ministry of Trade,

## INSURANCE &amp; PAYMENT PROTECTION INFORMATION

- (1) A statement identifying the insurance company from which the general liability insurance policy will be purchased if awarded the contract,
- (2) A statement identifying the bank which will issue the bank guaranty letter if awarded the contract.

## L.6 52.236-27 SITE VISIT (FEB 1995)

- a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) A site visit has been scheduled for **10:00 on Tuesday February 7, 2012.**
- (c) Participants will meet at the U. S. Embassy, Red CAC on Al Kindi Street, International Zone, Baghdad, Iraq.
- (d) In order to be admitted to the Site Visit, a Site Visit Registration form must be submitted by email to this address [BaghdadGSOProcurement@state.gov](mailto:BaghdadGSOProcurement@state.gov) to the attention of the Contracting Specialist no later than 12:00 on Friday, February 3, 2012. No more than 1 person will be admitted from each company. The form is available for download from the Embassy web site at [http://iraq.usembassy.gov/gso\\_procurement.html](http://iraq.usembassy.gov/gso_procurement.html) or you may request a copy of the form by email at [BaghdadGSOProcurement@state.gov](mailto:BaghdadGSOProcurement@state.gov).
- (e) Questions after the site visit may be sent by email to [BaghdadGSOProcurement@state.gov](mailto:BaghdadGSOProcurement@state.gov) no later than 12:00 noon Baghdad time on February 9, 2012. Answers to all questions will be posted on the Embassy's procurement web site at [BaghdadGSOProcurement@state.gov](mailto:BaghdadGSOProcurement@state.gov), on the solicitation page the questions pertain to.
- (f) One set of drawings, listed as Attachment 5 to Section J will be provided to each company at the site visit/pre-proposal conference.

## L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- a) The Department of State's Competition Advocate 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 to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (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, Management Counselor, at email [BaghdadGSOProcurement@state.gov](mailto:BaghdadGSOProcurement@state.gov). 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) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of provision)

#### 652.228-74 DEFENSE BASE ACT INSURANCE RATES - LIMITATION (JUN 2006)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "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 worker's compensation laws.

(b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for DBA insurance:

Services @ \$4.00 of compensation; or

Construction @ \$5.50 of compensation.

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid/proposal.

(End of provision)

#### L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: between \$100,000 and \$250,000.

## L.9 FINANCIAL STATEMENT

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

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

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

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

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

## SECTION 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.5.2.3(b).
  - The qualifications and experience of the offeror's proposed project superintendent and subcontractors.
  - Experience and Past Performance (L.5.2.3.(b)). The Government may contact references to verify the quality of the past performance.
  - The performance schedule (bar chart) (Section L.5.2.3.).
  - 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 WITH OR 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). However, the Government may elect to make award with discussions if it is determined to be in the Government's best interest.

### COMPETITIVE RANGE DETERMINATION AND REJECTION OF OFFERS

If the Government elects to make award with discussions, it reserves the right, before requesting a final proposal revision, to: 1) limit the number of offerors in the competitive range to the greatest number of proposals that will permit an adequate competition among the technically acceptable proposals; 2) make more than one competitive range determination; 3) conduct more than one round of discussions; and 4) conduct more than one round of proposal revisions.

The Government reserves the right to reject an offer if one of the following conditions exists:

- a. Offeror fails to submit any of the required proposal documents required by Section L;
- b. Offeror submits a cost/price proposal that cannot be adequately explained or substantiated;
- c. Offeror submits an offer that could not be made technically acceptable without a major rewrite.
- d. Offeror submits an offer electronically to any email address other than to [BaghdadGSOProcBid@state.gov](mailto:BaghdadGSOProcBid@state.gov)

- e. The offeror does not provide proof that it has the permits and licenses to legally conduct business in Iraq (See section J.B. Volume II- Licenses)

#### M.3 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

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

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

#### M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.