

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES 1 of 67
	S-MU300-12-R-0002	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	May 28, 2012	

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

4. CONTRACT NO. SMU30012C-0002	5. REQUISITION/PURCHASE REQUEST NO. PR16798954	6. PROJECT NO.
7. ISSUED BY U.S. Embassy PO Box 202 PC 115 MQ Muscat, Sultanate of Oman	CODE	8. ADDRESS OFFER TO MuscatContracting@state.gov
9. FOR INFORMATION CALL:	A. NAME Sundaram Mohanrangan or Allan S. Minoza	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 24643488/24643792

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):*

UNDERGROUND CONDUIT INSTALLATION at the North End, Back of the Chancery Building Grounds, U.S. Embassy, Muscat, Oman.

SF-1442, Solicitation, Offer and Award

- A. Price
- 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

11. The Contractor shall begin performance within **5** calendar days and complete it within **30** calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. **(See Section E)**

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 JUNE 26, 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)

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

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.)

AMOUNTS **USD** _____

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

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	B. SIGNATURE	C. OFFER DATE
---	---------------------	----------------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM ➔ Section F	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)()	
26. ADMINISTERED BY	American Embassy Muscat, Oman		

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) 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 are incorporated by reference in or attached to this contract	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
--	---

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31.A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

TABLE OF CONTENTS

SF 1442 cover sheet

- A. Price
- 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

Attachments

- Attachment 1: Sample Bank Letter of Guarantee
- Attachment 2: Breakdown of Price by Divisions of Specifications
- Attachment 3: Drawings
- Attachment 4: Specifications
- Attachment 5: Defense Base Act Insurance Information
- Attachment 6 OBO NEC Specifications

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit.

Description	Price – in USD
A. Construction Project	
B. DBA Insurance	
TOTAL PRICE (A+B)	

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

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.

1. GENERAL

1.A - DESIGN DRAWINGS AND SPECIFICATIONS

PME will provide the design package and specifications for the construction of the underground conduit. It is the local contractor's responsibility to review and understand the work involved and what is required to complete the project. If any error or inconsistencies are found on the drawings the local contractor will bring these to the attention of the Embassy and/or PME.

The local contractor shall have a resident Civil Engineer or graduate Architect on site or a qualified construction Supervisor at all times, who should have at least two years experience in similar work and can speak, write and read English at a moderate or higher level. The local Contractor shall submit the curriculum vitae of the Resident Engineer to the Embassy for approval.

The local Contractor will provide a detailed project schedule, with start and end dates for work activities and stating a critical path.

The local Contractor will provide the Embassy with weekly work progress reports and construction schedule updates during the duration of the project.

The Embassy will have final approval of all work performed by the local Contractor.

1.B – MATERIALS

1.B.1 PME PROVIDE MATERIALS (GFCI)

PME will provide the (4) NEMA 3R (18" X 18" X 8") 459 MM X 459 X 204MM) Lockable Enclosures, (1) NEMA 3R (6" X 6" X 6") (153MM X 153MM X 153MM) Lockable Enclosure, (1) NEMA 3R (8" x 8" x 4") (204MM X 204MM X 102MM) Lockable Enclosure, 4" (102MM) PVC AND 2" (51MM) PVC Conduit.

1.C – SITE AND SAFETY REQUIREMENTS

1.C.1 - SITE PREPARATION

The local Contractor will be responsible for cleaning and removing all debris from the Embassy to the nearest authorized dump facility (authorized by the town). The areas affected by the Local Contractor's work must be returned back to pre-Construction conditions after the work is completed. (E.G., Grass, Gravel, Sidewalk, Landscaping, etc.)

1.C.2 – SITE SAFETY

The excavation work zone must be clearly marked with warning signs and yellow plastic safety tape fixed to wood posts. Local Contractor must comply with Safety Standards to protect Embassy employees, the public and local contractor workers from injuries and accidents. The local Contractor will be held liable for injuries or accidents sustained due to negligence by the local Contractor during the course of this project.

1.C.3 – PROTECTION OF EMBASSY EQUIPMENT

The local Contractor must make sure that the Embassy equipment and property in the work zone or surrounding areas are protected to prevent them from getting damaged during construction. Should any repair or change have to be done due to negligence by the local contractor or its workers the local Contractor will be responsible for the costs incurred in the repair.

1.C.4 – EMBASSY SECURITY REQUIREMENTS

(To be determined by Post Security)

2. INFRASTRUCTURE SUPPORT SYSTEM

2.A.1 TRENCH

The local Contractor will verify the existing utilities prior to excavation of Trench. If the excavation work interferes with drain or piping, the local Contractor shall inform the embassy and provide suitable protection for these structures prior to proceeding with the work. If excavation cannot proceed due to existing obstacles then the Embassy and or the PME Construction Supervisor will provide a new conduit route.

All trenches will be excavated to the required width and depth according to specifications and conduit duct type as shown on drawings.

The local Contractor must keep all debris and excavated material clear of service network drains, covers and sumps near the trenches, to prevent clogs or damage.

Install warning and safety signs to alert pedestrians and vehicle traffic of construction of trench.

Install barricade lines to cordon off work area around trench.

Dispose of excavated material that will not be used to backfill trench.

2.A.2 CONDUIT

Install PVC or equivalent conduits 24 inches minimum, (612 millimeters) below finish grade to the top of the conduit as specified on Drawings.

Should any repairs need to be made during trenching due to negligence by the local Contractor or its personnel, the local Contractor will be responsible for all costs incurred in the repairs.

All underground 90 degree bends with a 12" radius, shall be made with elbow sweeps.

2.A.3 BACKFILL PATCH

Backfill trench in layers with suitable local fill materials. Compact layers as required prior to laying in the next layer.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

**American Embassy
Jameat Al Duwal Al Arabiya
Street #32
Shatti Al Qurum**

D. INSPECTION AND ACCEPTANCE

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.

D.1 *Substantial Completion*

(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.

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 will 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.

D.2 *Final Completion and Acceptance*

D.2.1 "*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.

D.2.2 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.

D.2.3 *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.

D.2.4 *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:

- Satisfactory completion of all required tests,
- 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
- 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)

E - DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **(5) five calendar days** after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than **(30) thirty calendar days** after the date the Contractor receives the notice to proceed.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

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 **\$732.00** for each calendar 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.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

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

-
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
 - (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.
 - (d) All deliverables 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 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.
 - (e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:
 - (1) Extend the completion date or obligate the Government to do so,
 - (2) Constitute acceptance or approval of any delay, or
 - (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

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 such notice promptly, 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.

Notice to Proceed

- (a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must 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 or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours - All work shall be performed on regular workdays between **08:00 and 16:30**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Preconstruction Conference

A preconstruction conference will be held no later than **5** days after contract award at to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Preconstruction Conference.

E.9 Deliverables

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver To:
Section E. Preconstruction Conference	1	5 days after award	COR
Section E. Construction Schedule	1	10 days after NTP	COR
Section F. Payment Request	1	Upon completion of work	COR
Section G. Securities/Insurance	1	10 days after award	CO
Section G. Personnel Biographies	1	5 days after award	COR
Section D. Request for Final Acceptance	1	Upon completion of work	COR
Section D. Request for Substantial Completion	1	5 days before inspection	COR
Section E. Notice of Delay	1	Within 10 days after event	CO
Section E. Additional Hours	1	No later than 24 hours in advance of need	COR
Section G. Differing Site Condition	1	Within 10 days of occurrence	CO
Punch List	1	5 days after Substantial Completion	COR
Section G. As-Built Drawings	1	Before final acceptance	COR

F ADMINISTRATIVE DATA

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

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated;

provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

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

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After 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, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

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.

The Contractor shall address invoices to:

U.S Embassy Muscat
Financial Management Officer
PO Box 202
PC 115
Muscat, Sultanate of Oman

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

Jawadfh@state.gov

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>

G. SPECIAL REQUIREMENTS

G.1.0 Performance/Payment Protection - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% of the contract price. A Bank Guarantee letter is to be provided.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, 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.

G.1.3 The required 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 shall be reduced to 10% of the contract price. The 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.

G.2.0 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" 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:

G.2.1 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	\$10,000.00
Cumulative	\$60,000.00

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

Per Occurrence	\$10,000.00
Cumulative	\$60,000.00

G.2.2 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.

G.2.3 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.

G.2.4 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.

G.2.5 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.

G.3.0 Document Descriptions

G.3.1 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 prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1 Record Documents. The Contractor shall maintain at the project site:

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

G.3.1.2 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

- G.4.0 Laws and Regulations - 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.
- G.4.1 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.
- G.4.2 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.
- G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.
- G.5.0 Construction 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 employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing, that the Contractor removed 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.
- G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.
- G.5.2 After award, the Contractor has **(5) five calendar days** to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take approximately 30 days to perform. For each individual the list shall include:
- (a) **Full Name**
 - (b) **Place and Date of Birth**
 - (c) **Current Address**
 - (d) **Identification number (*Resident Card/Labor Card or passport*)**

(e) 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 a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - 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 by the Contracting Officer.

G.7.0 Special Warranties

G.7.1 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 are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, 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.

G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 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

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

G.9.0 Zoning Approvals and Permits

The Government shall be responsible for:

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

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-9	PERSONAL IDENTIFICATION 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)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (AUG 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	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-10	Notice of Buy American Act/Balance of Payments Program— Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.225-19	Contractor Personnel in a Designed Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008)
52.228-3	Workers' Compensation Insurance (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)

52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
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 – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-9	Use & Charges (AUG 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

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

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

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

-
- (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
 - (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
 - (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.
 - (b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
 - (c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

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

- (1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
- (2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

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

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

652.243-70 NOTICES (AUG 1999)

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

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

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves

entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.228-71 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.

(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.

(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)

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO.PAGES</u>
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Drawings	1
Attachment 4	Specifications	11

ATTACHMENT #1
SAMPLE LETTER OF BANK GUARANTY

Place []
Date []

Contracting Officer
U.S. Embassy, Muscat, Oman

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of [Amount equal to 20% of the contract price in 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 #2

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 Requirement
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:

Allowance Items:

PROPOSAL PRICE TOTAL:

Alternates (list separately do not total)

Offeror:

Date

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

ATTACHMENT #3
Drawings

1. A1 – Installation of Underground Conduit

[Will be provided at site visit]

ATTACHMENT #4
STATEMENT of WORK



CONTRACT DOCUMENTS
For

2012 Underground Conduit Installation
U.S. EMBASSY MUSCAT, OMAN

May 28, 2012

Statement of Work

Drawings

A1 2012 Underground Conduit Installation



STATEMENT of WORK

GENERAL CONSTRUCTION SERVICES

2012 Underground Conduit Installation

**U.S. EMBASSY
MUSCAT, OMAN**

30 May 2012

TABLE OF CONTENTS

1. Project Description	3
2. General Conditions	4
3. Bid Form	6
4. Scope of Work	7
5. Deliverables	11
6. Project Schedule	12
7. Responsibilities & Project Management	13

Attachments:

Drawings

A1 Installation of Underground Conduit

1. Project Description

1.1 Project Synopsis

A. The project will install an underground conduit at U.S. Embassy, Muscat

2. GENERAL CONDITIONS

- 2.1 Fixed-Price Proposal. The Contractor shall provide one fixed-priced Proposal for the complete Project that includes every aspect of the Work.
- 2.2 Specifications.
- A. The Work shall be governed by the latest edition of the following:
 1. Attached specification sections
 2. United States Department of State Overseas Buildings Operations Embassy Compound, Muscat, Oman Master Specifications
 3. International Building Code
 4. International Mechanical Code
 5. International Plumbing Code
 6. National Electric Code
 - B. Should there be a discrepancy between any of the items noted above, the more stringent shall govern.
 - C. The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.
- 2.3 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, Codes and references noted above, and the laws of the Sultanate of Oman.
- 2.4 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.
- 2.5 Safety.
- A. 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.
 - B. 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).
- 2.6 Workforce.
- A. The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work. The Contractor shall provide all skilled and unskilled labor needed to perform the Work.
 - B. 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.
 - C. 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.

- D. Information for all non-badged staff must be submitted to the COR for processing to allow the workers access to the NEC. This list must be resubmitted every 30 days or when modified.
 - E. 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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 - CONSTRUCTION COST BREAKDOWN

No	Descriptions	Unit	Qty	Unit Price \$	Total Price \$
1	Administration				
A	Mobilization / Demobilization	LS	1		
B	Submittals – product data & shop drawings	LS	1		
	Administration			Sub-Total	
2	Construction Work				
	Construction			Sub-Total	
	Items 1 thru 2			Sub-Total	
				G & A	
				Sub-Total	
				Profit	
4	Basic Bid -			Contract Cost	
A	Bid -			Contract Cost	

4. SCOPE OF WORK

4.1 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. Comments below supplement the referenced specifications and are to be incorporated into the Work. If there are any conflicts, the most stringent standard applies.
- C. Except as noted, within 5 days of Notice to Proceed, the contractor shall provide to the COR a project schedule showing start to completion.
- D. Except as noted, 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.
- G. Concrete surfacing in the area is assumed adequate to sustain the base plate anchor bolts but must be verified in the field by the Contractor.
- H. When pursuing the work, the contractor is to take extra care as not to damage existing structure.
- I. All construction work shall be in conformance with the following Codes:
 1. International Building Code, 2009 Edition plus the 2011 OBO International Code Supplement (ISC).
 2. International Mechanical Code, 2009 Edition plus the 2011 OBO International Code Supplement (ISC).
 3. International Fire Code, 2009 Edition plus the 2011 OBO International Code Supplement (ISC).
 4. National Electric Code, 2008 Edition plus the 2011 OBO International Code Supplement (ISC).
 5. National Fire Protection Association, NFPA 101, NFPA 33 and NFPA13.

4.2 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 U.S. Embassy, Chancery Grounds.
- 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 E.9

6. PROJECT SCHEDULE

Commencement, Prosecution, and Completion of Work – See Section E

7. RESPONSIBILITIES AND PROJECT MANAGEMENT

- 7.1 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.
- 7.2 Point of Contact (POC). 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
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

7.7 Health and Safety.

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

7.8 Confined Spaces.

- A. Work conducted in confined spaces must have a written permit issued by the POSHO. Confined space is any area limited in dimension or ventilation with restricted means of entry or exit. Identify with the COR any spaces which may be subject to permit.
- B. Permit-required confined spaces include sewers, electrical vaults, utility tunnels, sump pits, mechanical rooms, tanks, pits, excavations deeper than 1200 mm, as well as other types of enclosures. Any space that is accessed by lifting a manhole cover is a permit-required confined space. COR will provide forms for the permit. Contractor is responsible to identify activity in confined space and to apply for the POSHO permit prior to initiating work.



01521 Construction Safety and Occupational Health

SECTION 01521 – CONSTRUCTION SAFETY AND OCCUPATIONAL HEALTH

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Other general provisions of the Contract, including FAR clauses by reference or as amended in Contract Sections B through J, and other Division 1 sections of these Contract Specifications apply to requirements of this Section; this Section in turn applies to the Contract Drawings and to Specification Divisions 2 through 16 to be developed by the Contractor.
- B. Refer to Section 01501, *Temporary Facilities and Controls*, for information on materials, equipment, and electrical power related to temporary facilities.
- C. Regulations and Standards. Governing regulations and specific technical safety and health requirements for work performed at Project Site and incorporated into this construction safety and occupational health program include the following:
 - 1. Latest edition of U.S. Army Corps of Engineers (USACE) Safety and Health Requirements Manual, EM 385-1-1; this document is available at U.S. Government Printing Office, Washington D.C.
 - 2. DOS Foreign Affairs Manual (FAM), Vol. 6, Subchapter 610 "Safety Health and Environmental Management Program" shall apply when and where construction activity impacts on U.S. diplomatic missions and the public.
 - 3. NFPA Code 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
 - 4. ANSI A10 series standards for Safety Requirements for Construction and Demolition.
 - 5. NFPA Code 51B, Standard for Fire Prevention During Welding, Cutting, and Other Hot Work.
 - 6. NFPA 10, Standard for Portable Fire Extinguishers.
 - 7. Rigging, by James Headley, Crane Institute of America Publishing Company, Mainland Florida, 2001.
 - 8. 2001 Food Code, Food and Drug Administration, National Technical Information Service Publication PD2002-100819, or latest edition.

1.2 SUMMARY

- A. The purpose of this Section is to indicate the nature and scope of Contractor responsibilities for:
 - 1. Construction safety and occupational health for all persons and property at the Project Site.
 - 2. Developing a Construction Accident Prevention Plan (CAPP) for management procedures, operations, training, inspections, assessments and reporting of safety and health matters on site.

1.3 DEFINITIONS

Refer to Contract Glossary for definitions of all safety-related terms, and specifically, Designated Authority, Hazard, Activity Hazard Analysis, Job Hazard Analysis, Qualified Person, and Confined Space.

1.4 SUBMITTALS

- A. Construction Accident Prevention Plan (CAPP).
 - 1. See Attachment "A", *Guidelines for Preparation of the Construction Accident Prevention Plan*. The Construction Accident Prevention Plan (CAPP) is a safety and health policy and program management document. The CAPP shall be job-specific, and shall address unusual or unique aspects of the Project. The CAPP is based upon USACE EM 385-1-1, where it is referred to as "Accident Prevention Plan (APP)".
 - 2. Before beginning work at the Project Site, submit to Project Director/COR for acceptance, a detailed CAPP indicating means which will be provided to ensure: safe access to work areas, protection/safety/health of persons authorized to be at Project Site, and protection of property on and adjacent to Project Site during all phases of construction. Include in the text of CAPP a certified statement executed by Contractor's representative having broad corporate authority indicating full commitment to accepted CAPP, and level of authority in assignment of responsibilities for implementation at the Project Site. Include specific details for meetings, inspections, and training/instruction of Contractor, subcontractor, and separate contractor employees.
- B. Activity and Job Hazard Analysis. Prior to proceeding with performance of work involving unusual construction operations, work practices, or work involving hazardous materials, prepare and submit written analysis to Project Director/COR. Do not proceed with work that has been identified as being potentially hazardous until Project Director/COR has expressed and recorded "no objection" to proposed methods and procedures.
- C. Hazardous Materials. Contractor shall bring to immediate attention of Project Director/COR any material suspected of being hazardous which is encountered in demolition or excavation or used during execution of the work. A determination will be made by Project Director/COR as to whether to have tests performed to ascertain whether the material is hazardous; do not proceed with that part of the work until directed by Project Director/COR.
- D. Hazardous Work Permits. Contractors and subcontractors shall submit written requests to Project Director/COR for all Hazardous Work Permits. Permits are required whenever construction operations include the following:
 - 1. Hot Work. Includes all work that results in open flame such as welding, cutting, brazing, and burning. The Contractor shall provide effective fire protection and prevention at all times during such operations.
 - 2. Confined Space Entry. As defined above, includes work in enclosed areas such as storage tanks, bins, sewers, in-ground vaults, boilers, vessels, tunnels, manholes, pits, etc.

3. Internal Combustion Engines. The use of trucks, forklifts, pumps, or generators powered by petroleum-based fuel when used inside a building, structure, or confined space.
 4. Explosive Actuated Tools. These include powder charged tools manufactured by Hilti, Remington, Ram Set, and others used for fastening purposes.
 5. Explosives. Follow all applicable US and local government regulations. In all cases close coordination with controlling officials shall be effected.
- E. Material Safety Data Sheets (MSDS). Refer to the requirements USACE EM 385-1-1.
 - F. Minutes of Meetings. Record and submit to Project Director/COR minutes of safety related meetings, including weekly tool box safety meetings and meetings of the Joint Safety and Health Committee as described below.
 - G. Records of Inspection. All records of inspection shall be made available to the Project Director/COR. Records of inspection shall include documentation of safety, health, and housekeeping inspections and corrective actions and timetables associated with any deficiencies encountered. Documentation shall also be made available for verification that corrective actions were implemented.
 - H. Accident Investigation and Reporting. Investigate and submit separate accident report on each accident resulting in lost time, disabling/fatal injuries, or damage to vehicles, property, materials, supplies, or to furniture, fixtures, and equipment.
 1. Prepare reports on forms supplied by and in accordance with instructions of Project Director/COR. Include in each report Contractor's recommendations and statement of actions taken to prevent recurrence of accident. Submit report of each accident with 24 hours of accident or mishap, except as otherwise indicated by requirements or governing regulations.
 2. Except as may be otherwise requested by Project Director/COR during time of contract, report major accidents and mishaps on Form (3-92) DS-1663, related instruction sheet available from the Project Director/COR.

1.5 PROJECT CONDITIONS

- A. General. Continue management and implementation of safety and health program through time of construction. Comply with conditions existing and developing at Project Site, and with requests of Project Director/COR. Acceptance by Project Director/COR will not relieve the Contractor of overall responsibility for compliance with the strict interpretation of all safety and health requirements of the Contract.
- B. The Project Director/COR reserves the right to suspend work when and where the Contractor's safety and health program is considered to be operating in an inadequate manner, has severe shortcomings, or is not in compliance. This shall include failures to complete required submittals within the time periods specified.

PART 2 – PRODUCTS

2.1 MATERIALS AND EQUIPMENT

Materials, equipment, and workmanship for temporary facilities described in this Section shall be provided and performed in accordance with requirements in Section 01501, Temporary Facilities and Controls.

PART 3 - EXECUTION

IMPLEMENTATION OF CONSTRUCTION ACCIDENT PREVENTION PLAN

Management and Corporate Commitment. Implementation and management of accepted CAPP shall have full cooperation and support of management at the broad, corporate level. Full cooperation and support shall be expressed by written statement executed by a senior officer of the construction contracting firm/corporation, included with the CAPP as described in this Section.

Safety and Health Rules. The Contractor shall establish and enforce clearly written, definitive rules to be followed by employees of Contractor, subcontractors, and separate contractors at Project Site, applicable for performance of each unit of work. Prominently post notices in English, the host national language, and third country languages, if appropriate, stating that failure to comply with safety and health rules may cause immediate termination of employment. Post safety and health rules at the Project Site and provide a copy to each subcontractor prior to the commencement of work.

Emergency Resources. The Contractor shall establish, jointly with OBO, a listing of telephone numbers and location of ambulance, physician, hospital, fire, police, and other sources of emergency assistance. This information shall be conspicuously posted in several locations on Project Site.

Emergency Communication. Wireless telephone service shall be the preferred method of emergency communications. Emergency communication access shall be available to site medical personnel and nearby medical clinic or hospital.

Emergency Plans. The Contractor shall establish, jointly with the Project Director/COR and OBO Site Security Manager, plans to ensure safety of all persons at Project Site in the event of fire or other emergency, and review with all effected employees. Emergency plans shall be tested quarterly using drills to ascertain and ensure their effectiveness. Testing of emergency plans shall be conducted jointly by USG and Contractor staff. Plans shall include: Escape procedures and routes, method of accounting for employees following emergency evacuation, identification of source and location for rescue and medical assistance, means of reporting emergencies, and persons to be contacted for information or clarification. Planning for Project shall include total system response capabilities to minimize consequences of accidents, natural disasters, or other emergencies. On-site emergency planning shall be integrated with off-site emergency support. The number of persons permitted in any location shall be limited to rescue and escape capability, as determined by Contractor and in concurrence with Project Director/COR. Emergency alert systems shall be identified, selected, installed, and tested to alert all persons likely to be affected by existing or imminent disaster conditions, and to alert and summon personnel and equipment comprising emergency response capability.

General Orientation. Contractor to provide orientation for new employees regarding safety and health policies, and work rules.

Specific Training.

Provide specific training to supervisory personnel and all craft workers of the Contractor and subcontractors in proper use and care of specific personal protective gear, equipment, and clothing.

Contractor and subcontractor employees shall be trained and supervised by qualified persons to perform, safely and confidently, recognized hazardous work operations and work performed with hazardous conditions to which they have been assigned.

Safety and Health Program Manager (SHPM).

Assign to the Project Site a full-time SHPM whose duties shall be the effective implementation, coordination, and enforcement of the CAPP. Provide support to the SHPM for the duration of the Contract. Notices posted at Project Site shall name the SHPM and describe the authority held by the position.

Qualification. The SHPM shall be a qualified, experienced construction industry professional having ability and authority to manage CAPP. The SHPM shall be qualified to anticipate, identify, evaluate, and implement corrective action in relation to potential safety and health hazards and dangerous exposures.

Joint Safety and Health Committee. Establish for the project, a functioning Joint Safety and Health Committee. Membership to include management or supervisory personnel of the Contractor and subcontractors and OBO representatives as may be needed. The Joint Safety and Health Committee, chaired by the SHPM, shall meet at regularly scheduled times and at other times as determined by the Project Director/COR. The committee shall:

Coordinate the management of safety and health activities and actions for effective protection.

Determine implementation of new safety and health measures related to forthcoming construction activities.

Anticipate and analyze potentially hazardous conditions, and implement safe and healthy solutions.

Perform Activity and Job Hazard Analysis for work activities involving unusual construction operations, work practices, or work involving hazardous materials. Develop methods and procedures to reduce identified hazards to greatest extent possible.

Inspections.

Frequent safety, health, and housekeeping inspections shall be conducted by qualified persons of temporary structures, fabrication shops, material, machinery and equipment at the Project Site. All inspections shall be documented by qualified persons. Documentation shall include any deficiencies encountered along with details and timetable for corrective actions.

The SHPM shall be responsible to identify and coordinate all safety, health, and housekeeping inspections.

The SHPM shall be responsible to verify, document, and ensure that all corrective actions have been implemented.

Tool Box Meetings. Contractor shall hold "tool box" safety meetings once each week. Require attendance by all tradespersons, laborers, foremen, and supervisors at Project Site; include those of separate contractors. Discuss current construction operations, analyze hazards, and communicate solutions.

TOOLS, EQUIPMENT, AND MACHINERY

Quality. Hand tools, power tools, equipment, machinery, materials, and personal protective apparatus shall be of manufacturer listed by U.S. or internationally recognized testing laboratory for specific application for which they are to be used. They shall be quality products recognized for professional construction use, applications, and work practices.

Safe Clearance Procedure. Prior to initial use, and periodically thereafter at times of continued use, provide inspections of construction tools, equipment, and machinery. Do not permit continued use of tools, equipment, and machinery that are not in satisfactory working condition. Immediately upon identification of damage or malfunction, tag and remove from Project Site. Do not allow return of items until repaired or reprocessed in compliance with industry practice. Engage qualified persons to make such inspections and repair. Prepare written records, including recommendations for corrections of defects and misapplication.

Machinery and Mechanized Equipment.

Prior to being placed in use, all machinery and mechanized equipment shall be inspected and tested by qualified personnel and certified to be in safe operating condition. Records of tests and inspections shall be maintained at the site by the Contractor and shall become part of the official project file.

Tower cranes, crawler cranes, truck and wheel mounted cranes and material hoists shall be erected, tested, maintained, and repaired in accordance with the manufacturer's recommendations. All actions shall be documented.

Tower cranes shall be inspected quarterly for operation and structural integrity in accordance with manufacturer's recommendations.

Hoisting Equipment. Provide general-use manufactured apparatus for hoisting and material handling equipment, suitable for Project configuration, that is, for the number of stories and similar considerations and for the suitable handling of materials, fabrications, tools, equipment, work platforms, and, where applicable, for the transportation of craftspersons between grade and floor levels.

Walking and Working Surfaces.

Scaffolding shall be a standard, medium- to heavy-duty welded tubular frame or a project-designed steel tube and clamp system. All components shall be manufactured and tested according to international standards. All types of manufactured scaffolding systems shall include the scaffold manufacturer's integrated access stairway sections, handrails, and walking platforms.

For all cast-in-place concrete installations of walls, columns, beams and slabs, provide manufacturer's standard access scaffolding and work platforms which are an integral part of a pre-engineered, reusable, factory built concrete forming/shoring system consisting of pre-fabricated modular metal framed plywood or all metal panels.

Protect openings in floor slabs of more than 0.03 square meters (46 square inches) in area. Provide guardrails at floor slab edges that are not yet permanently walled off, where located more than 1.25 meters (4 feet) above grade or adjoining floor/deck surface.

Access to Construction Operations. Provide ramps, stairs, ladders, and similar devices for craftsperson, inspector, authorized visitor, and USG personnel access and egress.

Noise Reduction. Minimize the generation of noises through the efficient and shielded use of materials, tools, processes and procedures. Restrict the use of noise or impact-producing tools to necessary prosecution of the work. These actions shall seek to minimize complaints from nearby occupancies, and comply with requests of local authorities.

SITE MAINTENANCE, PROTECTION, AND SANITATION

General. Provide indirect, work-related, temporary support facilities and services as described below in conjunction with performance of work at Project Site.

Comply with Host Country governing regulations as enforced by authorities; including building codes, requirements of utility companies, health/safety regulations by police/rescue/fire departments, environmental protection regulations, and similar applicable regulations.

Inspections. Arrange for required inspections, certifications, and permits, for installation and use of each temporary facility, prior to use; as may be required by governing authorities and franchised service vendors.

Maintain temporary facilities in clean, sanitary, and safe operating conditions; and do not allow conditions of use to become inefficient, overloaded, hazardous, or otherwise deleterious to the USG's interests; comply with the Project Director's/COR's requests.

Fire Protection. Except as otherwise indicated, and in every instance, expedite/complete and place into service permanent fire protection system and equipment. Prior to the time permanent facilities are placed into service, provide temporary fire protection facilities, as will be adequate for conditions at the Project Site. Where possible, arrange jointly with Project Director/COR and local fire department to respond to calls for assistance and service in cases of fire emergency. Provide temporary portable fire extinguishers, complying with applicable provisions of NFPA 10, Standard for Portable Fire Extinguishers, and UL rated; multi-purpose dry chemical type, 5.0 kg size, UL-rated "4-A:60-B:C." Maintain unobstructed access to fire extinguishers and locate at each prime point of access to each story of construction, and at each principal office, lunch room, fabrication shop, storage enclosure, gate/guard house, and similar temporary facility at Project Site. Prohibit smoking, except in designated areas of relatively low fire hazard. During welding, cutting, and burning, comply with NFPA 51B, Standard for Fire Prevention During Welding, Cutting, and Other Hot Work, in fire-hazardous areas of exposure, provide stand-by fire-protection personnel and adequate supervision of operations.

First Aid. At project sites on which more than 99 and less than 300 persons are employed (greatest number being the total number of employees on a shift), establish and equip, as directed by a licensed physician, a first aid station staffed full time with

a professional nurse trained in emergency response. If medical clinics or hospitals are accessible within five minutes of the project site, the facilities may be approved by a licensed physician for use, in lieu of a first aid station.

Barricades, Closures, and Traffic Control. Provide substantial barricade-type closures and rails at locations where encroachment of a physically hazardous condition in construction is possible, for equipment, tradespersons, and others at or adjoining the Project Site. Provide sidewalk bridge type protective structure where traffic, vehicular and pedestrian, cannot be excluded from hazardous areas under and nearby overhead work in progress. Provide appropriate warning signs, flashing-type warning lights, and adequate general lighting at principal barricades which are not intended to be crash-proof. Maintain barricades through periods of exposure to hazardous conditions.

Roadways and Walkways. Establish safe roadways and walkways in and around Project Site, and connecting with adjoining public thoroughfares. Provide signage and other markings; including traffic control signage and signals, as may be necessary and useful in controlling traffic and in restricting traffic from passing through other areas. Cooperate with local officials in the establishment and/or adjustment of street entrance/exiting signals and signs. Do not allow established traffic ways to become encumbered or obstructed with work activities, materials, parked vehicles, equipment, and similar elements. In particular, keep established entrance-and-exit passages clear for medical emergencies, escape, fire fighting, and other emergency access and egress.

Environmental Protection. Provide facilities and services as may be required by governing authorities to protect the environment; as it may be affected by performance of the work at the Project Site, and elsewhere, wherever work is in progress. Minimize the generation of wastes and avoid the pollution of every element of the environment. Prohibit the discharging and accidental loss of substances from the construction process that could possibly contaminate the atmosphere, surface or ground water, soil or subsoil.

Excavation and Demolition.

The Contractor, before commencement of any part of excavation or demolition, shall give any notices required to be given to adjoining landowners or other parties. Contractor shall initiate all necessary protective provisions prior to excavation or demolition of any site improvement.

Before excavation or demolition of any site improvement, Contractor shall examine structural condition of all adjacent structures or infrastructure, whether on site or on adjoining property. Based on examination, where there is reason to believe planned excavation or demolition will cause damage or unsafe conditions to adjacent structures or infrastructure, excavation or demolition operations shall not be performed until means have been provided to insure stability and prevent collapse of adjacent structures or infrastructure. Such means shall consist of sheet piling, shoring, bracing, underpinning, or equivalent.

Other protective provisions shall include, at a minimum, temporary protective coverings or enclosures of adjoining work, warning signs, and similar provisions.

Dust Control. Where and when applicable, implement a suitable program for dust control in and around the Project Site, designed to reduce dust generation/ distribution to reasonable level. Coordinate with environmental protection program.

Rodent, Pest, and Vermin Control. Employ specialized services to eliminate or minimize the threat of deleterious effects from insects, animals, and other vermin at Project Site. Up to and at the time of substantial completion, the Project and Project Site will be relatively free of entrenched and harbored pests of every description. Employ only environmentally safe methods and products in the control of rodents, pests and other vermin.

Potable Water. Where reasonably possible, provide potable water for entire water requirement of construction period. Where and when that is not possible, provide potable water for drinking and other uses where specified; clearly marked with signage in multiple languages as appropriate for site location; with source as Contractor's option: City-controlled piped water, well on site, commercially bottled water, or other reliable source. Demonstrate on a monthly basis to the Project Director/COR that the potable water from all selected sources is safe for human consumption. Sterilize piping of temporary potable water systems prior to use.

Construction Site Sanitation and Health Facilities.

Toilets Facilities and Restrooms.

Toilet facilities are defined as enclosures containing one or more toilet fixtures or commodes for the purpose of defecation or urination or both. A urinal is a toilet fixture maintained within a toilet room for the sole purpose of urination. A toilet facility or restroom may be a temporary structure, portable units, or a permanent facility.

The Project Site shall be provided with adequate toilet facilities. Separate facilities shall be provided for each sex and properly labeled in English and the commonly understood local language. Pictograms shall be used. The sewage disposal method shall comply with the requirements of the authority having jurisdiction. Toilet facilities shall be provided so as to be readily accessible to all employees. As far as is practicable, toilet facilities shall be located within sixty-one (61) meters (200 feet) of all locations where workers are regularly performing the work. The number of toilet fixtures shall be based on the anticipated maximum number of workers at Project Site. An adequate supply of toilet paper shall be maintained at all times. A hand-washing lavatory shall be provided in close proximity to all toilet facilities.

The construction and installation of toilet facilities shall be accepted by the Project Director/COR and shall be in compliance with, if appropriate, all-applicable local jurisdictional codes. The floors, walls, partition, and doors of all toilet facilities shall be of a hard, impervious finish that can be easily cleaned. Floors shall be concrete. Walls and partitions shall be constructed of concrete masonry units, and doors shall be of metal or solid wood. All surface finishes shall be chosen to facilitate cleaning and the maintenance of the highest standards of sanitation.

Each toilet or commode shall occupy a separate compartment or stall which shall be equipped with a door and latch. Partitions and doors shall be of nonabsorbent

materials. The walls of compartments, stalls, or partitions between the toilets or commodes may be less than the height of room walls, but the top shall not be less than one hundred seventy-three (173) centimeters (5 feet, 8 inches) from the floor and the bottom not more than thirty (30) centimeters (1 foot) above the floor.

In all newly constructed toilet rooms, the floors and exterior walls to a height of fifteen (15) centimeters (6 inches) above the floor shall be of watertight construction to facilitate cleaning and sanitation.

Every toilet fixture, commode, or urinal shall be so installed that the space around and behind the fixture can be easily cleaned.

Where non-sewer waste disposal systems are permitted, these shall be of a type accepted by the local health authorities having jurisdiction. These systems shall be maintained in a sanitary condition.

Lavatories and Personal Washing Facilities.

A lavatory is a basin or similar vessel for washing hands, arms, face and head. Adequate facilities for maintaining personal cleanliness shall be provided at the Project Site. Facilities shall be convenient for employee access and shall be maintained in a sanitary condition.

Lavatories shall be provided at or adjacent to all toilet facilities. Lavatories with adequate hot (43°-60°C or 110°-140°F) and cold water shall be provided. Mixing or combination supply fixtures are preferable. Sixty (60) centimeter diameter (24 inch) basin rims shall be considered as equal to one lavatory. In all instances, a dispenser containing a suitable skin cleaning agent shall be provided at each lavatory.

Drinking Fountains and Dispensers.

Provide an adequate number of drinking water fountains or dispensers, distributed for convenience and efficiency, around the Project Site and service support areas. Maintain an adequate supply of sanitary disposable paper cups and waste receptacles at each water dispenser.

Provide bottled drinking water where piped potable water service is not available.

Shower Facilities.

Where employees are exposed to skin contamination with poisonous, infectious, or irritating material (cement, lime, solvents, etc.), or where unsanitary or unhealthful working conditions require bathing before leaving the Project Site, the Contractor shall provide shower facilities in the ratio of one per each fifteen persons so exposed. Showers shall be supplied with ample hot (43°-60°C or 110°-140°F) and cold water.

A dispenser containing a suitable skin-cleaning agent shall be provided at each shower. Individual hand towels of cloth or paper shall be provided. Proper receptacles or other sanitary means shall be provided for the disposal of used towels. The provision of a loop towel rack for general or common use shall be prohibited as unsanitary.

Laundry Facilities.

Provide laundering of work clothing and coveralls that have become contaminated with poisonous, irritating or infectious material (cement, lime, solvents, etc.). The Contractor shall provide clean sets of laundered clothing or coveralls as part of the protective clothing requirement.

Should the process in which the worker is engaged be such that the individual's work clothing becomes wet or has to be washed between shifts, the Contractor shall make such provision to dry such clothing before reuse.

Changing Rooms.

Changing or dressing rooms shall be provided whenever it is the local practice or a requirement to change from street clothing to work clothing.

Street and work clothing shall not be stored in contact with each other in changing rooms.

Lunch Rooms, Mess Halls, Dining Facilities, and Food Service Operations.

An enclosed facility shall be provided and set aside specifically for employees to eat lunch at the Project Site. The minimum area per person shall be specified as 1.0 square meter or 11 square feet. The Contractor shall provide such enclosed facilities to accommodate at one time 50% of the maximum number of non-office-occupant personnel anticipated and as authorized to be at Project Site.

These facilities shall be equipped with tables and chairs or benches to seat the number of persons anticipated. The Contractor shall specify suitable floor, wall, and ceiling finishes, doors and windows, screening, and suitable fixtures and accessories. The Contractor shall provide general lighting, HVAC system, and drinking fountains or dispensers.

These dining facilities shall be physically separated from toilets at a minimum distance of sixty-one (61) meters (200 feet). Dining facilities shall be physically separated from all locations where there is the threat of exposure to toxic or infectious materials.

Perishable home-prepared lunches are a potential source of food-borne illness when stored at room temperature. Accordingly, the Contractor shall provide refrigeration facilities capable of maintaining a temperature of 7°C or 45°F or lower for the storage of lunches prior to consumption. Should local law require that meals be provided, the Contractor shall accommodate those requirements.

The Contractor shall provide space, utilities, and support services for the installation of vending machines for drinks and incidental foods. The Contractor shall establish, administer, and supervise service contracts with local vending firms. These contracts and the plan for their execution in practice must be cleared by the Project Director/COR and the Site Security Manager.

If the Contractor provides prepared or pre-prepared catered meals at the Project Site, all employee food service facilities and operations shall meet and comply with relevant requirements of the FDA 2001 Food Code or latest edition.

Waste Handling and Janitorial Services.

General. Provide proper and adequate segregated waste containers for the

collection and removal of waste materials in different categories. These include, but are not limited to: hazardous wastes, flammable wastes, sanitary and health-care wastes, garbage, wastes for recycling as required by local authorities, inert and dry wastes, and incidental debris from the construction process. Dispose of general non-organic wastes at seven (7) day intervals. Dispose of organic, garbage, and similar temperature-sensitive wastes at three (3) day intervals when the average outdoors-daily maximum temperature can be expected to be above 18°C. Clean waste containers regularly and adequately. Dispose of wastes in a lawful manner.

Contractor may develop and implement a waste management plan that quantifies material diversion goals and methods of salvage and recycling in order to earn LEED points as described in Contract Section C.

On a daily basis the Contractor shall keep the Project and Construction Site clean and clear of accumulated wastes, including surplus materials, trimmings, incidental demolished work, and construction debris. Clean completed elements and portions of work, and maintain in "broom clean" condition, except as otherwise indicated by the Project Director/COR.

On a daily basis, provide janitorial services, including the restocking of disposable products, for the maintenance of temporary offices, security spaces, toilets, first-aid rooms, lunchrooms, shower/locker rooms, and similar facilities. Scrub toilet and first-aid room fixtures and floors daily, and scrub floors and walls of shower rooms daily. Provide weekly cleaning, damp mopping, or vacuuming, as may be appropriate, for other floors. Provide monthly washing of windows and cleaning of other walls, ceilings, light fixtures, and similar facility surfaces. Comply with the Project Director's/COR's specific requests to maintain facilities in a reasonably clean and sanitary condition at all times. Extend janitorial services to include permanent facilities as may be authorized for use as temporary facilities.

1. END OF SECTION 01521

<<< The following document is an example of a CAPP >>>

U.S. DEPARTMENT OF STATE
OVERSEAS BUILDINGS OPERATIONS

Project Name & CONTRACT No. -----

CONSTRUCTION ACCIDENT PREVENTION PLAN (CAPP)

NAME OF CONTRACTOR:

POLICY.

The (name of Contractor) accident prevention policy, ensures that all of our employees have a firm understanding of our company's position regarding the protection of all persons, public, and property during all phases of new construction and renovation works, of U.S. Department of State buildings. In implementation of the accident prevention policy, (name of Contractor) accepts full responsibility for the establishment and implementation of an effective construction safety and occupational health program at the project site.

PURPOSE.

The Construction Accident Prevention Plan (CAPP), herein, establishes organizational and management elements necessary to implement an effective Safety and Health Program. The CAPP, as a policy and management document, will comply with the latest edition, of the U.S. Army Corps of Engineers Safety And Health Requirements Manual EM 385-1-1.

The objective of (name of Contractor) is to provide for a safe working construction environment, a strong safety awareness by all of our supervisors and workers, and the safe use of tools, machinery and equipment.

REFERENCE DOCUMENTS. The _____Project will comply with the following regulations:

- U.S. Army Corps of Engineers, *Safety and Health Requirements Manual*, EM 385-1-1, latest edition.
- U.S. Department of State Foreign Affairs Manual Volume 6 Subchapter 610, *Safety Health and Environmental Management Program*, with latest changes.
- NFPA Code 241, *Standard for Safeguarding Construction, Alteration, and Demolition Operations*.
- ANSI A10 series standards for Safety Requirements for Construction and Demolition.
- NFPA Code 51B, *Standard for Fire Prevention During Welding, Cutting, and Other Hot Work*.
- NFPA 70, *National Electrical Code*.
- NFPA 10, *Standard for Portable Fire Extinguishers*.
- *2001 Food Code*, Food and Drug Administration, National Technical Information Service Publication PD2002-100819, or latest edition.

- *Rigging*, by James Headley, Crane Institute of America Publishing Company, Maintland Florida, 2001.

ORGANIZATIONAL/ADMINISTRATIVE RESPONSIBILITY FOR CAPP.

Mr./Ms. (name), the Project Manager, has been given full authority, responsibility, and support by (name of Contractor) for the administration and implementation of the CAPP.

Safety and Health Program Manager (SHPM).

To assist our Project Manager, a qualified Safety and Health Program Manager (SHPM) will be appointed (full time) to administer and implement the (CAPP). The Project Manager and the Safety and Health Program Manager have been delegated with corporate responsibility and authority to identify safe and unhealthful conditions and to take corrective action to abate or eliminate such conditions. The SHPM is a qualified, experienced, construction industry professional possessing the ability and authority to manage this CAPP. The SHPM will anticipate, identify, evaluate, and implement corrective action to abate or reduce potential safety and health hazards and dangerous exposures.

Joint Safety and Health Committee.

(name of Contractor) will establish for the duration of the project a functional Joint Safety and Health Committee for this project. Membership will be by official appointment and will include supervisory personnel from our company and from our subcontractors. The SHPM will coordinate and delegate the activities of the Committee.

PROGRAM MANAGEMENT REQUIREMENTS.

Emergency Plans.

(name of Contractor) will establish jointly with Project Director/COR, in the event of fire or other emergency, Emergency Plans for the safe evacuation of all persons at the Project Site. Emergency Plans that are relative to (name of Contractor) construction operations will be submitted to the Project Director/COR for acceptance. Plans will be tested/evaluated monthly to ascertain their effectiveness.

First Aid Station.

(name of Contractor) understands that on OBO construction project sites on which more than 99 and less than 300 persons are employed (greatest number being the total number of employees on a shift) at the site, there shall be established and equipped, as directed by a licensed physician, a first aid station staffed full time with a professional nurse trained in emergency response. If medical clinics or hospitals are accessible within five minutes of the project site, the facilities may be approved by a licensed physician for use, in lieu of a first aid station.

Activity and Worker Hazard Analysis.

The Project Manager, SHPM, and the Joint Safety and Health Committee, will assess safety and health issues associated with special construction activities in the schedule. Prior to each major phase of the work, the Project Manager will prepare and submit an Activity and Worker Hazard Analysis report to the Project Director/COR for acceptance.

Safety Training and Orientation.

"New Hire" training will be conducted by _____. New employees to the Project Site will be required to attend an employee safety orientation program, at which time, safety rules will be explained by the SHPM.

A copy of the project safety rules will be given to each new employee, who will be required to sign a statement stating that he/she has been instructed in the safety philosophy of the company, have been given a copy of the project safety rules, and understand them.

In addition, all employees will observe and obey rules at Post governing the conduct and behavior of persons performing construction work in an occupied U.S. Department of State facility.

Violation of Safety Rules.

(name of Contractor) will initiate a procedure/mechanism to discipline all workers who repeatedly violate safety rules. (Example: the procedure may include the termination of an employee after one verbal and two written warnings for the same violation).

Tool Box Safety Meetings – Coordination and Communication.

To ensure better safety and health awareness, (name of Contractor) will communicate, through weekly Tool Box meetings, a corporate safety and health philosophy to all construction personnel. Records of attendance and documentation of topics for each meeting will be kept. Topics will include but not be limited to protection of employees, personal protective clothing/equipment, fall protection, fire prevention, fire protection, emergency evacuation procedures, and the safe use of power tools and machinery.

Material Safety Data Sheets.

Material Safety Data Sheets (MSDS) for all hazardous chemical substances in use on Project Site will be obtained from the manufacturer and kept on Project Site. Workers who are assigned to work with hazardous substances will be trained in the proper procedures and precautionary measures to be taken while using such substances/products.

Safe Clearance Procedure.

Prior to initial use, and periodically thereafter at times of continued use, (name of Contractor) will inspect all construction tools, equipment and machinery. (name of Contractor) will not permit continued use of tools equipment and machinery which are not in good condition. Damaged or malfunctioning tools or equipment will be tagged and immediately removed from service.

Hazardous Work Permits.

(name of Contractor) and subcontractors will submit written requests to Project Director/COR for Hazardous Work Permits when construction operations include the following:

1. Hot Work. Work that results in open flames such as welding, cutting, brazing and burning. (name of Contractor) will provide effective fire protection and prevention at all times during such operations.
2. Confined Space Entry. Work in enclosed areas such as storage tanks, bins, sewers, in-ground vaults, boilers, tunnels, manholes etc.

3. Internal Combustion Engines. Use of trucks, forklifts, pumps, or generators, powered by petroleum-based fuel, when inside a building structure or confined space.
4. Explosive Actuated Tools. Powder charged tools (Hilti, Remington, Ram Set and other manufactures) used for fastening purposes.

Temporary Electrical Power.

(name of Contractor), if requested, will submit to Project Director/COR, for acceptance, a plan of proposed temporary power distribution and the means of protection of all circuits including receptacles, grounding, and ground fault circuit interrupters.

Inspections.

Under the direction of the SHPM, (name of Contractor) will provide for frequent safety, health, and housekeeping inspections of Project Site. Temporary structures, fabrication shops, material storage areas, all machinery, tools and equipment will be inspected to ensure compliance with USACE Safety and Health Requirements Manual EM 385-1-1. Records of inspections, and a timetable for corrective action will be maintained.

Reporting Work Related Injuries.

All work related injuries will be reported to Project Director/COR. A daily log of first aid treatment will be kept at the location of the first aid station. Injuries requiring off-site medical treatment will be reported to Project Director/COR. An accident report will be completed by a supervisor or foreman for each work related injury or illness resulting in lost time.

Accident Investigation.

All accidents involving death, multiple hospitalizations, or excessive property damage will be officially investigated and reported under the authority and direction of the Project Director/COR.

2. END OF ATTACHMENT "A" SECTION 01521

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Health Hazards:

- a. Whenever construction operations could result in worker contact with hazardous materials, follow recommendations of an American Board of Industrial Hygiene Certified Industrial Hygienist (CIH) employed by Contractor.
- b. Existing Asbestos and Asbestos-Containing Materials: Comply with 29 CFR 1926.1101; complete removal is required.
- c. Existing Lead-Based Paint: Comply with 29 CFR 1926.62; either removal or recoating is acceptable.

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter 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;
- (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 or to post adequate performance security, such as bonds, 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.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies</u>
I	Standard Form 1442 including a completed Attachment 2, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS" and BID FORM.	<u>1</u>
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	<u>1</u>

Submit the complete quotation to the address indicated on Standard Form 1442 (block 8), if mailed, or the address set forth below, if hand delivered.

U.S Embassy
Muscat, Sultanate of Oman
Al Karijiah St. 32
Shatti Al Qurum
(marked for the attention of the
“Contracting Officer – **Proposal S-MU300-12-R-0006 Enclosed**”)

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: 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 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 two 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;
- (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; and,

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; Contract dollar value;

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

LICENSES: Provide the following information:

- (1) A copy of the company registration with the Oman Chamber of Commerce or Industry, or
- (2) For foreign companies, a copy of the company registration with the Foreign Companies Section of the Oman Chamber of Commerce,

INSURANCE & PAYMENT PROTECTION INFORMATION: Provide the following information:

- (1) A statement identifying the insurance company from which the general liability insurance policy will be purchased if awarded the contract

C. 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 hours on Monday, June 9, 2012.**
- (c) **Participants will meet at the U. S. Embassy, Muscat Sultanate of Oman, #32 Jameat Al Duwal Street.**
- (d) In order to be admitted to the Site Visit, a Site Visit Registration form must be submitted by email to this address MuscatContracting@state.gov no later than 12:00 noon (Muscat Time) on Thursday, **June 5, 2012.** No more than **1 person** will be admitted from each company. You may request a copy of the form by email at MuscatContracting@state.gov.

D. **MAGNITUDE OF CONSTRUCTION PROJECT**

It is anticipated that the range in price of this contract will be: **between \$25,000 and \$100,000.**

E. **LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR**

F. **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)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- 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
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

L. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax exempt);

Corporate Entity (tax exempt);

Government entity (Federal, State, or local);

- Foreign government;
 International organization per 26 CFR 1.6049-4;
 Other _____

(f) Common Parent.

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

Name _____
 TIN _____

(End of provision)

L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or DUNS+4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror may obtain a DUNS number-

- If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- If located outside the United States, by contacting the local Dun and Bradstreet office.

The offeror should be prepared to provide the following information:

- Company legal business name.
- Trade style, doing business, or other name by which your entity is commonly recognized.
- Company physical street address, city, state and Zip Code.
- Company mailing address, city, state and Zip Code (if separate from physical)
- Company telephone number
- Date the company was started.
- Number of employees at your location.
- Chief executive officer/key manager.
- Line of business (industry)

- Company Headquarters name and address (reporting relationship within your entity).

L.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2011)

- (a) (1) The North American Industry Classification System (NAICS) codes for this acquisition are: 236220 for Construction Management for commercial and institutional buildings or warehouse construction; 237310 for Construction management for highways, roads, streets or bridges; 237990 for Construction Management for outdoor recreation facilities; 236118 for Construction Management for residential remodeling; 237110 for Construction Management for water and sewage lines and related structures.
- (2) The small business size standard is \$33.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the 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 Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and 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)

L.4. 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.

L.5 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

Telephone Number: _____

L.6 652.228-70 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
<i>(1) United States citizens or residents</i>		
<i>(2) Individuals hired in the United States, regardless of citizenship</i>		
<i>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws</i>		<i>Local nationals: _____</i> <i>Third Country Nationals: _____</i>
<i>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</i>		<i>Local nationals: _____</i> <i>Third Country Nationals: _____</i>

(b) The contracting officer has determined that for performance in the country of Sultanate of Oman

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.

L.7. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) *Definitions.*

“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.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702](#)(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) 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. 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 or technologies.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), 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)