

От Посольства США в Москве
121099
Российская Федерация, г. Москва
Большой Девятинский пер., д. 8

Уважаемый потенциальный oferent!

ТЕМА: Приглашение к подаче конкурсных предложений номер SRS500-14-Q-0006;
консультации по вопросам строительства и испытание материалов

Посольство Соединенных Штатов Америки приглашает Вас подать предложение по проведению консультаций по вопросам строительства и предложение по проведению испытаний материалов.

Ваше предложение должно быть подано в запечатанном конверте с пометкой «Предложение прилагается» на имя Роберта Бернетта (Robert Burnett) по адресу: 121099, Российская Федерация, г. Москва, Большой Девятинский пер., д. 8 до 18:00 **31 января 2014 года**. После этого предложения приниматься не будут.

Предварительная консультация будет проведена в 15:30 23 января 2014 г. Для участия, пожалуйста, накануне закажите пропуск по телефону +7-495-728-5216

Чтобы предложение было рассмотрено, Вам также необходимо заполнить и подать следующие документы:

1. Форму SF-18
2. Раздел А;
3. Дополнительные сведения, требуемые в Разделе I.

Вы можете задать Ваши вопросы относительно данного предложения Уполномоченному по заключению договоров по электронной почте: MoscowGSOProcurement@State.gov or by telephone +7 495 728-5000 в обычное рабочее время.

С уважением,
Роберт Бернетт

Уполномоченный по заключению договоров

Требования к испытаниям в интересах объекта строительства

А. Американское общество испытания материалов (ASTM) Стандарт ASTM D 3740 (В новейшей редакции на дату присуждения контракта). Минимальные требования к организациям, проводящим испытания и (или) освидетельствования грунтов и пород, применяемых в проектировании и строительстве.

В. Стандарт ASTM E 329 (В новейшей редакции на дату присуждения контракта). Организации, проводящие испытания материалов, применяемых в строительстве.

С. Стандарт ISO 9001:2008. Требования Системы управления качеством – это документ, устанавливающий программу поддержания качества, который подрядчик обязан использовать для разработки технологий контроля качества в рамках Плана контроля качества строительных работ.

Специалисты по проведению испытаний

Отобранная фирма должна иметь квалифицированных специалистов по проведению испытаний. В число квалификационных требований могут входить наличие действующих свидетельств, установленных для рабочих специальностей национальными или международными организациями по стандартизации (AWS, ICBO, ASME, IEEE, ISO, ACI, AWWA, и т.п.), и соответствующее рабочей специальности образование. Необходимый опыт должен включать реализацию программ контроля качества строительных работ на аналогичных объектах.

Инженерно-геологические испытания и изыскания

Опытные специалисты по инженерно-геологическим испытаниям и изысканиям должны быть предоставлены согласно требованиям и присутствовать на соответствующих этапах строительства, таких как исследование материала основания фундамента: установка буровых свай и испытание нагрузкой; оценка пригодности материала земляного полотна для плиты бетонного пола и основания дорожного покрытия; расположение структурной насыпи и обратной засыпки, установки приборов, выемка грунта под буронабивные сваи и их сооружение, проведение начальных земляных работ на площадке, устройство

системы понижения грунтовых вод, уплотнение грунта и контрольная укатка; а также проведение консультаций по вопросам, касающимся фундаментов и земляных работ.

Типовыми видами испытаний будут:

1. Испытание грунтов, естественных и завезенных материалов по методу Проктора;
2. Ситовой анализ и пределы пластичности грунта, местных и завезенных материалов по Аттербергу;
3. Ситовой анализ гравия и подстилающего слоя;
4. Уплотнение и испытание на влажность непотревоженных естественных материалов или уплотненной засыпки;
5. Исследование земляного полотна перед укладкой фундаментов и или плит на грунт.

Исследование бетона

Квалификационные требования: Независимая организация, приемлемая для Директора проекта/представителя уполномоченного по заключению договоров, допущенная к проведению указанных испытаний на основании Стандартов ASTM C 1077 и ASTM E 329.

1. Работники, проводящие эксплуатационные испытания, должны иметь квалификацию, подтвержденную опытом и надлежащими свидетельствами, такими как свидетельство ACI Concrete Field Testing Technician, Grade 1 (Техник по проведению эксплуатационных испытаний бетона, 1-й разряд) в рамках ACI CP-1 или равноценной программы сертификации. Равноценные международные программы сертификации указаны в списке Международных партнерских объединений ACI (ACI International Partner Associations).
2. Работники, проводящие лабораторные испытания должны иметь квалификацию, подтвержденную опытом и надлежащими свидетельствами, такими как свидетельство ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I (Сертифицированный ACI Техник по проведению испытаний прочности бетона и техник по проведению лабораторных испытаний бетона, 1-й разряд) или свидетельство, выданное в рамках равноценной программы сертификации. Начальник лаборатории организации,

проводящей испытания, должен иметь квалификацию, подтвержденную опытом и надлежащими свидетельствами, такими как свидетельство ACI-certified Concrete Laboratory Testing Technician - Grade II (Сертифицированный ACI Техник-испытатель лаборатории по бетону 2-го разряда). Равноценные международные программы сертификации указаны в списке Международных партнерских объединений ACI (ACI International Partner Associations).

3. Служба испытания бетона: Оценочные испытания материалов и оценка состава бетонных смесей будет осуществляться квалифицированной испытательной организацией. Управление по делам зарубежной недвижимости Госдепартамента США одобрит независимые испытательные лаборатории, которые аккредитованы «Международной службой аккредитации Инк.» (International Accreditation Services, Inc.) либо проинспектированы Проверочной лабораторией по цементу и бетону (Cement and Concrete Reference Laboratory), либо лаборатории при прошедших квалификационный отбор арматурных заводах.



*Embassy of the United States of America
Moscow, Russia
Посольство Соединённых Штатов Америки
г. Москва, Россия*

14 January 2014

U.S. Embassy Moscow
Bolshoy Deviatinsky Pereulok No. 8
Moscow 121099
Russian Federation

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number: SRS500-14-Q-0006; NOX Construction Consultations and Material Testing

The Embassy of the United States of America invites you to submit a quotation for Construction Consultations and Material Testing.

The Embassy intends to conduct a Site Visit & Preproposal Conference on January 23, 2014 at 15:30.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the Robert Burnett, Bolshoy Deviatinsky Pereulok No. 8, Moscow 121099, Russian Federation on or before 1800 hours on 31 January 2014.

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

4. SF-18
5. Section A;
6. Additional information as required in Section I.

Direct any questions regarding this request for quotations to Robert Burnett, by email through MoscowGSOProcurement@State.gov or by telephone +7 495 728-5000 during regular business hours.

Sincerely,

Robert Burnett

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [] IS [X] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF	PAGES 46
1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5A. ISSUED BY U.S. American Embassy Moscow Bolshoy Deviatinsky Pereulok No. 8 Moscow 121099 Russian Federation			Phone: 728-5000 ext. 5082		6. DELIVER BY <i>(Date)</i>		
5B. FOR INFORMATION CALL: <i>(Name and telephone no.) (No collect calls)</i>				7. DELIVERY FOB DESTINATION OTHER <i>(See Schedule)</i>			
NAME Robert Burnett, Contracting Officer Email: Burnettrb@state.gov		TELEPHONE NUMBER +7(495)728-5000					
		AREA CODE 495	NUMBER 5082				
8. TO:				9. DESTINATION			
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE			
c. STREET ADDRESS				b. STREET ADDRESS			
d. CITY		e. STATE		f. ZIP CODE		c. CITY	
						d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS <i>(Date)</i>		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE <i>(Include applicable Federal, State and local taxes)</i>							
(a) ITEM NO	(b) SUPPLIES/SERVICES		(c) QUANTITY	(d) UNIT	(e) UNIT PRICE	(f) AMOUNT	
1	See Attached		1	ea			
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS	
						NUMBER	%
NOTE: Additional provisions and representations [] are [] are not attached.							
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION		
a. NAME OF QUOTER							
b. STREET ADDRESS			16. SIGNER				
c. COUNTY			a. NAME (Type or print)			b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)			AREA CODE	
						NUMBER	

Contracting Officer

SECTION A - PRICING

A.1.0 GENERAL

The Testing Agency shall perform construction inspection services for a U.S. Government construction project at the American Embassy, Moscow. This is (1) a Firm, Fixed-Price contract type for submittals reviews, identified in Exhibit A and (2) a Time-and-Materials contract with fixed, fully loaded hourly rates for all other effort, using the labor categories set forth below. The hourly rates stated in the contract shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

A.2.0 PRICING

A.2.1 VALUE ADDED TAX.

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

A.2.2 Hour Rates

All work performed under this contract, with the exception of Submittals reviews, shall be invoiced and paid on a Time-and-Materials basis. The following hour rates, set forth in *Russian Ruble* shall apply.

The hourly rates are fully loaded rates, including:

- all direct and indirect labor costs (including, but not limited to any premiums relating to overtime and holidays), except for separately priced Review of Submittals;
- all direct and indirect material costs (except for separately priced Review of Submittals);
- insurance;
- all overhead and indirect costs, including general and administrative expenses (G&A); and
- profit.

Hour Rates for All Services other than Review of Submittals and Lab tests

Field Labor Category	Hourly Rate	Estimated Hours	Total Estimated Amount
Principal	_____	20.0	_____
Senior Project Testing Technician	_____	40.0	_____
Slurry Wall Inspector	_____	135.0	_____
Geotechnical, Soils Inspector	_____	45.0	_____
CAD operator	_____	0.0	_____
Concrete Inspector	_____	100.0	_____
Structural Engineer	_____	40.0	_____
Clerical	_____	120.0	_____

Total Not to Exceed Amount: _____

The Testing Agency shall notify the Contracting Officer in writing 60 days before the Testing Agency expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.

A.2.3 Reimbursable Expenses

The clause at G.4 identifies the types of expenses that will be reimbursable, if otherwise allowable, allocable and reasonable. The Government will only pay the price as documented on the receipt. No overhead or profit will be added to these reimbursable costs.

The total reimbursable expenses shall not exceed: \$1,000

A.2.4 Firm, Fixed-Price for Review of Submittals Identified in Exhibit A

Description	Unit	Quantity	Unit Price	Total Price
Slurry wall design	Lot	1	_____	_____
Excavation shoring design	Lot	1	_____	_____
Concrete design mix	Lot	3	_____	_____
Slurry design mix	Lot	1	_____	_____
Total Firm-Fixed Price:				_____

A.2.5 Firm, fixed-Price for Laboratory Tests

Testing Agency shall provide a price list of all laboratory materials tests which the Testing Agency can provide. A specified allowance will be established as part of the contract and used to cover the costs of laboratory testing as authorized by the Owner.

A.3.0 COST SUMMARY

Estimated Labor (A.2.2): _____

Estimated Reimbursable (A.2.3): _____

Submittals Review (Firm-fixed price): _____

Value Added Tax: _____

Total Not to Exceed Amount: _____

SECTION B - STATEMENT OF WORK
A&E CONSTRUCTION INSPECTION SERVICES
MOSCOW NOX CONSTRUCTION PROJECT

B.1.0 GENERAL

B.1.1 Definitions.

- *A/E of Record* means A/E who designed the construction drawings and specifications
- *Government* (U.S. Government)
- *Day* means calendar day unless otherwise specifically indicated.
- *FAR* means Federal Acquisition Regulation.
- *Contracting Officer Representative (COR)* means a person appointed by the Contracting Officer who is authorized to perform the duties outlined in this contract.
- *Testing Agency* means the A/E performing this contract
- *Construction contractor* means the general construction contractor performing the construction contract

B.1.2 Scope of Work.

This scope of work covers construction inspection support services on an as-needed basis to Moscow, Russia, related to the administration of the construction contract for the Moscow New Office Annex Building.. The Contracting Officer's Representative (COR) for this construction inspection services contract will be the **OBO Project Director**. The construction inspection / Testing Agency shall provide support services for the following categories (see succeeding paragraphs for more details for each category listed below):

- Review of construction submittals initiated by the construction Contractor as outlined in Exhibit A.
- Answering Requests for Information (RFI's) initiated by the construction contractor and/or the COR.
- Site visits as required to review construction issues, samples and mock-ups or to provide other construction related services.
- Inspection Activities
- Other Miscellaneous Directly-Related Services, including daily weather reports

B.2.0 SUBMITTALS

B.2.1 Services shall include:

- The technical review and handling of construction contractor-prepared submittals, as listed in Exhibit A, for conformance with the final approved construction

documents and RFI's. The term "submittals" includes shop drawings, product data, materials, equipment, samples, wiring diagrams, factory test data, mockups, test reports and inspection reports for conformance with the approved contract documents. The Testing Agency shall provide a recommendation in writing, to approve or reject, for each submittal reviewed. The Testing Agency shall provide this recommendation to the COR and at the same time, return the submittal with any necessary comments.

- Review the construction schedule and any revisions provided by the COR to the Contractor. Also review quality control/quality assurance plan. The Contractor shall not accept any documentation directly from the construction contractor. Recommend to the COR viable alternatives if the construction contractor's performance falls behind the approved schedule.
- Evaluate the construction contractor's proposed testing laboratories and test procedures and providing recommendations to the COR for approval.

B.2.2 Ordering

All submittals will be reviewed by the COR for sufficiency of content only, before forwarding to the Contractor. The COR will then forward the submittals to the Contractor, following the procedures outlined in B.2.3 below.

B.2.3 Delivery Method

The COR will send the submittals to the Testing Agency via *electronic email*, unless otherwise restricted by size, weight, or time limitation. The COR will include a transmittal letter with each submittal. Unless otherwise directed, the Contractor shall return submittals to the COR by commercial delivery service or hand-delivered.

B.2.4 Review Period

Time is of the essence. Therefore, unless otherwise directed in writing, the Testing Agency review shall be completed and the submittals returned to the COR within **seven (7)** calendar days from the date of receipt by the Testing Agency. If additional review of a submittal is required because the Testing Agency did not perform acceptably initially, the Testing Agency shall complete the second review within the time specified by the COR at the time that submittal is returned by the COR to the Testing Agency.

B.2.5 Payment

The Government shall make payment in accordance with A.2.3, after completion of review of all submittals listed in Exhibit A.

B.3.0 Labor Hour Services

B.3.1 REQUESTS FOR INFORMATION (RFIs)

Services shall include:

- Review and processing of Requests For Information (RFI's). These are not the resolution of errors and omissions associated with the contract drawings and specifications, but may include request for substitutions, clarifications, etc. RFI's may include schematics, descriptive literature, performance and test data, and similar material furnished by the construction contractor.
- Preparation of sketches and drawings that may be necessary to clarify portions of the work. COR will coordinate the review of these sketches and drawings with the A/E of record.

Review Period: Time is of the essence. Therefore, unless otherwise directed, the Testing Agency shall complete the review of RFI's not later than five (5) calendar days after receipt of the item to be reviewed.

B.3.2 SITE VISITS

Services shall include site visits to the construction sites. These on-site visits may include submittal and sample reviews or other construction-related services. The Testing Agency shall provide a site visit report to the COR **by the next regular business day after** the conclusion of each visit. Each report shall be delivered to the address listed in E.2.0. See also paragraph below, that includes certain activities which require on-site services relating to inspection.

B.3.3. INSPECTION ACTIVITIES

B.3.3.1 General.

Services shall include site visits to the construction sites, though some of the work may be performed off-site, as noted below. Each report/all documentation shall be delivered to the address listed in E.2.0.

B.3.3.2 Testing Agency Liability

The Testing Agency shall not interact with the construction contractor or the A/E of record. The Testing Agency shall limit all interaction regarding services provided under this contract, to interaction with the Contracting Officer, COR, or designee. The Testing Agency shall ensure that it does not represent itself as an agent of the Government. Furthermore, the Testing Agency shall take all precautions to ensure that its actions do not result in the construction contractor or the A/E of record taking their own action. Should the construction contractor or A/E of record later claim that they took action based on something the Testing Agency did or communicated, the Testing Agency will be liable for any increased costs or delays incurred by the construction contractor or A/E of record.

B.3.3.3 These on-site visits may include the following:

- Inspection of construction activities to ascertain that the work is performed according to sound engineering principles and practices and meets all applicable standards. Each day this type of service is provided, the Contractor

shall submit a written report to the COR by close of business (COB) the next regular business day. The format to be followed is set forth in Exhibit B.

- Documentation and description of differing site conditions, dates of discovery, potential impact on the project schedule and costs. This documentation shall be part of the inspection report, as the situation requires.
- Review of surveys, alignments, and elevations during construction to assure conformance with the drawings and specifications.
- Review of construction contractor compliance with the quality level expected for the project. Before any review, the Testing Agency shall develop procedures for analyzing the quality of work performed. The Testing Agency shall develop these procedures at the Testing Agency's facility and submit them within **fourteen (14)** calendar days of contract award.
- Review of the adequacy and acceptability of the engineering aspects of the construction work through field inspections, review of construction reports, and meeting with COR.
- Verification that testing and inspection of the construction contractor's work are accomplished consistent with industry quality standards.
- Review of safety standards at the site. Perform weekly safety inspections with the Post Safety Officer and COR. The COR has the authority to direct the construction contractor to correct safety violations.

B.3.4 Miscellaneous **Directly**-Related Services

Services shall include miscellaneous related services most of which are to be provided on an as-needed basis. One service that must be provided throughout the term of this contract are accurate daily weather reports, to be provided weekly.

The Testing Agency shall provide the following miscellaneous related on an as-needed basis.

- Review the construction contractor's progress payments submittals for accuracy and acceptability. Following receipt of the construction contractor's request for payment from the COR, and on the basis of an inspection of the work, the Contactor shall perform a review of the progress payment and make a written recommendation to the COR as to the amount which is then due. If, the Testing Agency recommends less than the full amount, the Testing Agency shall provide the reasons for the lesser payment.
- Inspection and verification that all material and equipment delivered on site and used for the project meet the contract requirements.
- Provide a statement of work and cost estimate to the COR if modifications or changes are required to the construction contract. Review of the construction contractor's proposals and provide written comments to the COR as to their

accuracy and advisability. The Testing Agency shall evaluate and recommend the cost of alternative proposals and substitutions.

- Provide assistance to the COR in preparation of a punch list and **verification of punch list items being corrected**, and recommend issuance of the substantial completion and final completion certificates for the construction.
- Establish the methods and procedures to minimize the potential for claims and or the impact of claims against the US Government with minimal disruption to the ongoing construction efforts. The Testing Agency shall immediately inform the COR of any occurrence whereby the US Government may be found liable for the possible claims by the action or inaction of the construction contractor or the USG.
- Provide backup information and assist the COR in a background role, to resolve any potential claim, or dispute by the construction contractor.

B.3.5 Ordering

The COR will order the services in B.3. in writing. The Government will not pay for work performed by the Testing Agency if the work was not ordered in writing by the COR. The order will include the list of documents to be reviewed or other work activities required on that visit and a proposed time period for the visit. The Testing Agency proposed dates for the visit must be approved by the COR prior to the visit.

The Testing Agency shall follow the schedule of inspection as defined in B.3.3. above and set forth as Exhibit C. The COR will order any additional visits in writing. The order will detail the services to be provided or other work activities required on that visit and a proposed time period for the visit. The Testing Agency-proposed dates for the visit must be approved by the COR prior to the visit.

B.3.6. Payment

The Testing Agency will be paid at the established (fully burdened) hourly rates identified in A.2.1. for all RFI's, on site inspections and report preparation associated with the contract drawings or specifications.

Invoicing shall be based on the actual time expended by individuals at the hourly rates specified in A.2.1. The Testing Agency shall submit certified time cards with each invoice. Facsimile and international telephone calls shall be listed as reimbursable expenses as described below in G.4.0.

B.4.0 REPORTS

B.4.1 Format.

Except for the reports whose format is set forth in Exhibit B, all other reports shall be prepared in a consistent format agreed upon with the COR.

B.4.2 Required Reports

- An accurate daily record of weather conditions
- Submittal reviews , 7 days after receipt
- RFIs, 5 days after receipt
- Construction meetings with COR.
- Reports of inspections and analysis, 3 days after event.

B.4.3 Address

All reports shall be delivered to the address and individual listed in E.2.0.

B.5. CONTRACTING OFFICER'S REPRESENTATIVE

The Testing Agency shall direct all communication regarding this contract, to the COR or the Contracting Officer. Communication from other Government representatives, the construction contractor, subcontractor and supplies is prohibited. Actions taken by the Testing Agency as a result of direction from other than the COR or the Contracting Officer are at his own risk. The Government will not pay for work performed by the Testing Agency if the work was not ordered in writing by the COR, or the Contracting Officer. The Contractor shall not directly communicate with the construction contractor's representative. See also F.1.0.

B.6. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The Testing Agency shall carefully review and coordinate submittals with drawings and specifications, and other project documents. The Testing Agency shall have a quality control program in effect, which will require his employees and consultants to thoroughly review and coordinate all project data. The letter of transmittal, outlining Testing Agency recommendations, shall certify that all documents have been reviewed and coordinated. The certification shall be signed by a principal of the Testing Agency's firm. The Contracting Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Testing Agency. This program shall indicate the method of controlling the quality of all work produced by the Testing Agency and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Architect/Engineer Contractor".

SECTION C - PACKAGING AND MARKING

C.1 PACKAGING AND MARKING

Packaging and marking shall follow commercial practice.

C.2 PREPARATION OF DELIVERABLE ITEMS

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

C.3 SHIPPING – Not applicable

SECTION D - INSPECTION AND ACCEPTANCE

D.1. INSPECTION

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

[The offeror shall complete the blanks in the paragraph below.]

The Testing Agency's key individual responsible for quality of design/review of submittals is _____. The Testing Agency's key individual responsible for quality of documentation is _____. If a key individual (see D.3 below) needs to be replaced during performance of this contract the Testing Agency shall submit a resume for a replacement to the COR for approval.

D.2. ACCEPTANCE

The COR shall accept deliverable items. Acceptance or use of documents developed under this contract shall not relieve the Testing Agency of responsibility of his work, including any design work.

SECTION E - DELIVERIES OR PERFORMANCE

E.1. PERIOD OF PERFORMANCE

The Contractor shall provide the construction inspection and testing services outlined in Section B commencing **after contract award and Notice To Proceed**, and concluding at the end of the excavation and foundation work, currently scheduled for March, 2015.

E.2. DELIVERABLES

The Testing Agency shall submit all deliverables to the COR at the following address:

U.S. Embassy, Moscow
Bolshoy Deviatinsky Pereulok No. 8
Moscow 121099
Russian Federation
Attn: OBO Construction Office, Project Director

SECTION F - CONTRACT ADMINISTRATION

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

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

(b) The COR for this contract is: David Cates

F.1.1. Duties.

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

F.2.0. INVOICING AND PAYING INSTRUCTIONS

F.2.1 Invoicing

(a) The Testing Agency shall submit invoices in the original and three copies to the designated billing address indicated in this contract. The COR will determine whether the invoice is complete and proper as submitted. The COR also will determine whether billed services have been satisfactorily performed and whether reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, ask the Testing Agency to submit a revised invoice. Invoices may be submitted on a monthly basis and shall include:

- (1) For *Submittal Reviews*, the line item submittal review provided, list the date completed, and fixed price.
- (2) For preparation of responses to *Requests for Information (RFI's)*, list the completion date, the individual's time spent and the time card provided to substantiate costs incurred, in accordance with the rates in A.2.1.

- (3) For *Site Visits*, list the name, the dates of the visit, and the established hourly rate specified in A.2.1 for each individual whose time is being invoiced.
- (4) For *Inspection Activities*, list the name of individual(s), the dates and times of the visit, and the established hourly rate specified in A.2.1 for each individual whose time is being invoiced.
- (5) For *Other Directly Related Services*, list the description of each task completed, the completion date, individual's time spent and time card to substantiate costs, and price based on rates specified in A.2.1 for each individual whose time is being invoiced.
- (6) For *Reimbursable Expenses*, list expenses and provide sufficient documentation (i.e., bills, receipts, etc.) to substantiate costs incurred.

(b) Payment

The Testing Agency will be paid in full for:

- (1) The line item price listed in Appendix A for the submittals reviewed at the Testing Agency office accepted and invoiced.
- (2) For preparation of responses to Requests for Information (RFI's), accepted and invoiced.
- (3) Each site visit at the established hourly rate per person, for each visit completed and invoiced.
- (4) For inspection services at the established hourly rate per person, for each visit completed and invoiced.
- (5) For performing Additional Services, accepted and invoiced.
- (6) Allowable reimbursable expenses substantiated by documentation.

F.2.2. Final Invoice

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

F.2.3. Monthly Progress Payments

Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items listed in Exhibit A shall be made in accordance with FAR 52.232-1,

"Payments". For reimbursable expenses listed in Section G.2.0, payment shall be made after an acceptable invoice has been submitted by the Testing Agency.

F.2.4 Designated Billing Office: The Testing Agency shall mail invoices to:

U.S. Embassy, Moscow
Financial Management Center
Bolshoy Deviatinsky Pereulok No. 8
Moscow 121099
Russian Federation

IMPORTANT: Invoices shall reflect the Contract Number, Tasking Order and the name of the COR.

SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0. SECURITY

The following considerations must be followed by the Testing Agency and/or must be incorporated into any deliverables submitted under this contract.

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

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

WARNING

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

U.S. Embassy, Moscow
Bolshoy Deviatinsky Pereulok No. 8
Moscow 121099
Russian Federation

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

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

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

G.1.6. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that

which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

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

G.2. STANDARDS OF CONDUCT

The Testing Agency shall maintain satisfactory standards of competency, conduct, cleanliness, appearance and integrity. Each Testing Agency employee is expected to adhere to standards of conduct that reflect credit on themselves and the United States Government.

G.3.0. REIMBURSABLE EXPENSES

Reimbursements for Construction Inspection Services. Reimbursable Expenses shall not include overhead, G&A, or profit and are limited to the types of expenses set forth in G.3.1:

G.3.1 List of Types of Reimbursable Expenses.

- *International Telephone Calls.* The Testing Agency shall be reimbursed for all necessary and substantiated international telephone expenses including facsimile transmission, associated with performance of this contract. These costs shall be limited to communication between the A&E and the OBO Project Director. Cost of domestic telephone charges shall be included in the loaded hourly rates.
- *Local Travel Expenses.* Local travel expenses shall not be considered reimbursable expenses. However, if the Testing Agency's employee is requested by the Contracting Officer or COR to undertake travel of more than 100 kilometers roundtrip from the construction site, the Testing Agency will be reimbursed for allowable travel costs, including but not limited to mileage at a fixed rate to be established in the contract, transportation by common carrier, and per diem.

G.3.2 Ceiling on Reimbursables.

The total amount estimated for reimbursable expenses under this contract is set forth in A.2.2. The Testing Agency shall not exceed this amount unless the Contracting Officer increases that amount through contract modification.

G.4.0. ORGANIZATIONAL CONFLICTS OF INTEREST

Neither the Testing Agency nor any of its employees, affiliates, or related entities may participate in any way in the construction contract identified in B.1.0. The Testing Agency, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the construction contract, to any party other than the U.S. Government.

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

G.5.0. RELEASE OF INFORMATION

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

G.6.0. NOTIFICATION OF CHANGES

G.6.1. This clause applies to changes other than changes directed by the Government pursuant to the contract clause titled "Changes - Fixed Price (AUG 87) Alternate III (APR 1984)."

G.6.2. Definitions. "*Contracting Officer*," as used in this clause, does not include representatives of the Contracting Officer.

G.6.3. Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Testing Agency considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Testing Agency shall notify the Contracting Officer in writing within ten (10) days from the date the Testing Agency identified any Government conduct (including actions, inactions, and written or oral communications) that the Testing Agency regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the Testing Agency, the notice shall state -

- (i) The date, nature and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of each Government individual and Testing Agency official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (v) The particular elements of contract performance that the Testing Agency may seek an equitable adjustment under this clause, including –
 - What contract line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

- What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (vi) The Testing Agency's estimate of the time by which the Government must respond to the Testing Agency's notice to minimize cost, delay, or disruption of performance.

G.6.4. Continued performance. Following submission of the notice required above, the Testing Agency shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Testing Agency. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Testing Agency shall continue performance. However, if the Testing Agency regards the direction or communication as a change as described above, notice shall be given in the manner provided.

G.6.5. Government response. The Contracting Officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

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

G.6.6. Equitable adjustments.

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

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

G.6.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Testing Agency from proceeding with the work.

G.7.0 PERSONNEL SECURITY

After award of the purchase order, the Testing Agency has five (5) calendar days to submit to the COR a list of personnel assigned to this project who will require access to the

construction site, for the Government to conduct all necessary security checks. Information necessary to process clearance of personnel: Full name, ID#, Date of Birth, Place of Birth, Nationality and a recent photograph.

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, they will be given access to the site. Access to the site may be revoked at any time due to falsification of data or misconduct on site.

G.8 The Testing Agency shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

SECTION H- CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS	DEC 2001
	ALTERNATE I	MAY 2001
52.203-3	GRATUITIES	APR 1984
52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC 2012
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (if order exceeds \$25,000)	DEC 2010
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS OTHER THAN COMMERCIAL ITEMS	FEB 2012
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000

52.227-17	RIGHTS IN DATA – SPECIAL WORKS	JUN 1987
52.228-4	WORKERS’ COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS	APR 1984
52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS (for services billed under A.2.3)	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS (for all services and reimbursables billed under A.2.1 and A.2.2)	AUG 2005
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-1	PAYMENTS	AUG 1984
52.232-11	EXTRAS	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-26	PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
	ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR 1984
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-1	CHANGES – FIXED-PRICE	AUG 1987
	ALTERNATE III	APR 1984
52.243-3	CHANGES – TIME-AND-MATERIAL OR LABOR- HOUR (for Time-and-Materials services)	SEP 2000
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.246-4	INSPECTION OF SERVICES – FIXED-PRICE	AUG 1996
52.246-6	INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (for Time-and-Materials services)	MAY 2001
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT- ENGINEER)	APR 1984
52.249-14	EXCUSABLE DELAY	APR 1984

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6)
CLAUSES INCORPORATED BY REFERENCE:

652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD	AUG 1999
652.242-73	AUTHORIZATION AND PERFORMANCE	AUG 1999

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

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

(a) The Testing Agency 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 Testing Agency 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 testing agency personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Testing Agency 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 Testing Agency");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their Testing Agency affiliation in Departmental e-mail and phone listings whenever Testing Agency personnel are included in those listings; and
- 4) Testing Agency personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

SECTION I - LIST OF ATTACHMENTS AND EXHIBITS

EXHIBIT A – Listing of Construction Submittals to be Reviewed (see B.2.0)

EXHIBIT B – Format for Inspection Reports (see B.3.0)

EXHIBIT C – Testing Agency Proposed On-Site Schedule (see B.3.5)

EXHIBIT A

Independent Consultant and Testing Agency Specifications and Selection Evaluation Criteria

Project Testing References

- A. American Society for Testing and Materials (ASTM) ASTM D 3740 (Latest edition as of contract award date) Minimum requirements for agencies engaged in the testing and/or inspection of soils and rock as used in engineering design and construction.
- B. ASTM E 329 (Latest edition as of contract award date) Agencies engaged in the testing and/or inspection of materials used in construction.
- C. ISO 9001:2008 Quality Management Systems requirements is a quality program document that the Testing Agency shall use to develop quality control processes for the CQC Plan.

Testing Personnel

Testing personnel shall be qualified in accordance with the following:

1. Current certifications as determined by the Individuals employment specialties from National or International standards organizations (AWS, ICBO, ASME, IEEE, ISO, ACI, AWWA, etc.) or college degrees in engineering that are relevant to the individuals' employment specialty.

Geotechnical Testing and Observation

Experienced geotechnical personnel to be provided as required and present during pertinent construction phases, such as observation of foundation bearing materials: drilled shaft installation and load testing; evaluation of the suitability of subgrade materials for floor slab and pavement support; structural fill and backfill placement, instrumentation installation, drilled shaft excavation and construction, initial site excavation, dewatering system installation, soil compaction and proof-rolling; and consultation on matters related to foundations and earthwork.

Typical testing activities would include:

6. Proctor testing of soils, both native and imported materials
7. Sieve analysis and atterberg limits of soils, both native and imported materials
8. Sieve analysis of gravel and base courses
9. Compaction and moisture testing of undisturbed native materials or compacted fill
10. Subgrade observation prior to placing foundations or slabs on grade

Concrete Inspection

Testing Agency Qualifications: Independent agency, acceptable to Project Director/COR, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as demonstrated by experience and appropriate certification such as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or equivalent certification program. Refer to listing of ACI International Partner Associations for equivalent international certification programs.
2. Personnel performing laboratory tests shall be qualified as demonstrated by experience and appropriate certification such as ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I or equivalent certification program. Testing Agency laboratory supervisor shall be qualified as demonstrated by experience and appropriate certification such as ACI-certified Concrete Laboratory Testing Technician - Grade II. Refer to listing of ACI International Partner Associations for equivalent international certification programs.
3. Concrete Testing Service: Qualified testing agency to perform material evaluation tests and to evaluate the design of concrete mixtures. Approved OBO independent testing labs are those labs accredited by International Accreditation Services, Inc. (IAS), or inspected by Cement and Concrete Reference Laboratory (CCRL), or labs at OBO prequalified reinforcing steel mills, or labs at approved State Department of Transportation labs.

Services shall include:

- The technical review and handling of construction contractor-prepared submittals, as listed in Exhibit A, for conformance with the final approved construction documents and RFI's. The term "submittals" includes shop drawings, product data, materials, equipment, samples, wiring diagrams, factory test data, mockups, test reports and inspection reports for conformance with the approved contract documents. The Testing Agency shall provide a recommendation in writing, to approve or reject, for each submittal reviewed. The Testing Agency shall provide this recommendation to the COR and at the same time, return the submittal with any necessary comments.
- As part of the submittals review, the Testing Agency provide to the COR recommendations regarding whether the submittals indicate that all facilities will be constructed by the construction contractor with materials, finishes, fixtures, fixtures, equipment, and systems that provide operational dependability. The Testing Agency shall provide recommendations to the COR to assist the COR in assuring that these facilities are easy to maintain or replaced with those most readily available supplies and services subject to procurement practices of the Federal Acquisition Regulations. Emphasis must be placed on the uniformity of parts and components to maximize interchangeability.

- Review the construction schedule and any revisions provided by the COR to the Testing Agency. Also review quality control/quality assurance plan. The Testing Agency shall not accept any documentation directly from the construction contractor. Recommend to the COR viable alternatives if the construction contractor's performance falls behind the approved schedule.
- Evaluate the construction contractor's proposed testing laboratories and test procedures and providing recommendations to the COR for approval.

NOTE: The following is a synopsis of the construction testing and observation activities that would typically be performed by the Owner's Independent Testing Agency. The Agency will be provided with a copy of the construction specifications governing work by the Owner's building contractor. The Agency shall be familiar with those requirements and coordinate the Agency's activities, through the Owner, with the daily work of the Owner's building contractor. Testing and monitoring of concrete and component ingredients.

Concrete Tests and Inspections

Typical Inspections and evaluations of Contractor's work:

1. Steel reinforcement welding.
2. Headed bolts and studs.
3. Verification of use of required design mixture.

For concrete mixtures placed each day:

1. Compressive-Strength Tests: ASTM C 39/C 39M
2. Slump: ASTM C 143/C 143M;
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173/C 173M, volumetric method, for structural lightweight concrete;
4. Concrete Temperature: ASTM C 1064/C 1064M;
5. Unit Weight: ASTM C 567
6. Compression Test Specimens: ASTM C 31/C 31M.
7. Non-destructive compressive strength testing of concrete structures

When requested as an independent verification:

1. Cast and laboratory cure three sets of two standard cylinder specimens for each composite sample.
2. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
3. Test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days. Hold the third set in case of low 28 day strengths, break at a date set by the USG.
4. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.

A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

Test results shall be reported in writing to Project Director/COR within 24 hours of testing.

Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design be permitted by Project Director/COR but will not be used as sole basis for approval or rejection of concrete.

Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Project Director/COR. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Project Director/COR.

Masonry Testing

1. Each type of masonry unit required.
 - a. Include size-variation data for brick, verifying that actual range of sizes falls within specified tolerances.
 - b. Include test results, measurements, and calculations establishing net-area compressive strength of masonry units.
 - c. For exposed brick, include material test report for efflorescence according to ASTM C 67.
2. Mortar complying with property requirements of ASTM C 270.

Welding Inspection

Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code--Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."

Incidental Services

- A. The Consultant shall be able to provide incidental services as requested by the Owner through subsequent task orders. Incidental services may include, but are not limited to:
1. Review of slurry wall/diaphragm wall design and installation activities.
 2. Shoring and bracing
 3. Handling, curing, storing and protecting test samples at the Project site or at Testing Agency's facility as needed.

Bentonite Slurry Walls

The Owner's General Contractor is responsible for quality control of the slurry wall work. The Consultant shall provide periodic observation of the work as oversight of the General Contractor's construction techniques and quality control procedures. Owner will provide the Consultant with a complete set of the General Contractor's submittals for slurry walls. The Testing Agency shall become familiar with the design requirements and the Contractor's design. The consultant will monitor the work in periodic visits as scheduled by the USG, and prepare a visit report for the Owner of observations of the ongoing work and comments on Contractor's test submittals.

The Consultant shall review soils tests conducted by the contractor as well as perform independent tests as requested by the Owner for soils conditions, bentonite slurry properties, and concrete related to bentonite slurry wall construction.

The Owner's General Contractor will engage the contractor's own qualified Testing Agency to perform tests and inspections required by ACI-318 and project specifications. General Contractor's Testing Agency shall comply with ASTM E 329 and furnish a certificate of compliance, signed by the registered Professional Engineer, responsible for management of the Agency. See Division 03 for required concrete

inspection and testing. The Consultant shall provide periodic oversight of the General Contractor's Testing Agency and confirmational testing of the work.

EXHIBIT B
FORMAT FOR INSPECTION REPORTS

The quoter shall provide proposed sample formats for the typical daily inspection reports,
typical lab analysis and typical engineering evaluation.

SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

J.1.1.0. SUBMISSION OF QUOTATIONS

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

Summary of Instructions - Each quotation must consist of the following:

Volume	Title	No. of Copies*
1	Executed Standard Form 18	2
2	Price Proposal	3
3	Technical Proposal	3

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

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

Volume 1 shall contain:

1. Complete pricing schedules as identified in Section A. This shall include providing loaded hourly rates for each professional category of each required discipline, inclusive of all labor costs, overhead, G&A, and profit. Submit the same information for any proposed subcontractors. It shall also include firm-fixed prices for each submittal listed in Section A, broken down to reflect labor rates, overhead, G&A and profit.
2. A copy of the firm's financial statement.
3. A copy of liability insurance policy covering errors and omissions.

Volume 2 shall contain:

1. List of individuals proposed to perform the services as separately priced in A.2.1 and their resumes.
2. Proposed schedule for providing the inspection services outlined in B.3.3. This schedule, if accepted by the Government, will become Exhibit C.
3. Sample formats for daily inspection reports, typical lab analysis and engineering evaluation.

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

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<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.) to obtain the latest location of the most current FAR.

52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2004

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time-and Materials contract with some Firm-Fixed Price contract line items, resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ***Post Omnibus man and Competition Advocate, John Moos. +7 495 728-5000 ext.5082***

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

J.4.0. FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past **three (3)** years;

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

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

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

SECTION K - EVALUATION CRITERIA

K.1.0. EVALUATION PROCESS

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

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

K.2.0. SEPARATE CHARGES

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

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

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Russian Federation then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for mobilization and support to field services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

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

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 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541310, 541330.

(2) The small business size standard is \$14 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, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

(xvi) [52.225-2](#), Buy American 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, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in 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:

[Contracting Officer check as appropriate.]

___ (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 accessed through <https://www.acquisition.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.3 52.209-7 Information Regarding Responsibility Matters (Feb 2012)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

L.4. 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and
(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);
(ii) Information that was entered prior to April 15, 2011; or
(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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: _____

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

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

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

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

(b) The contracting officer has determined that for performance in the country of ***Russian Federation***

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

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

(d) RESERVED

(End of provision)