



Embassy of the United States of America

Riyadh, Saudi Arabia
August 20, 2015

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number SSA70015Q0017
A & E professional services

The Embassy of the United States of America invites you to submit a quotation for professional A&E (Architectural and Engineering) services to develop a Lower Roof Condition Assessment and Recommendations Report for the Chancery lower roof are at the American Embassy, Riyadh, Saudi Arabia.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the Contracting Officer, American Embassy, Diplomatic Quarter, Riyadh, Saudi Arabia on or before 1700 (local time) on Wednesday, September 2, 2015.

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

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

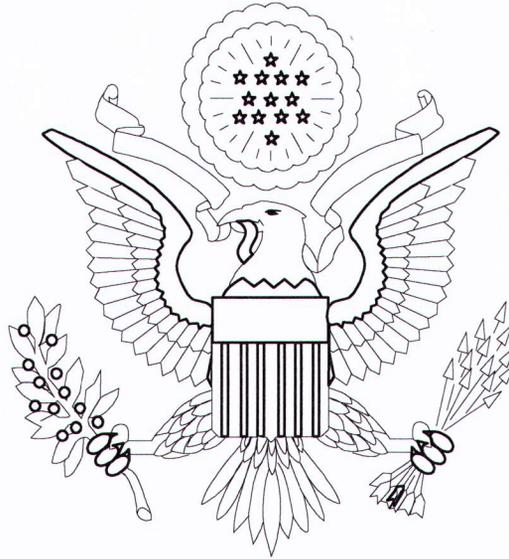
Direct any questions regarding this request for quotations to the Contracting Officer either via fax or email; Riyadhcontracting@state.gov , fax: +966-11-488-7939

Sincerely,

James E. Barclay
Contracting Officer



SOLICITATION DOCUMENT



**Embassy of the United States of America in
Riyadh, Saudi Arabia
Contracting and Procurement Office
For professional A&E (Architectural and
Engineering) Services to Develop a Lower
Roof Condition Assessment**

SOLICITATION No S-SA70015Q0017

**The Embassy of the United States of America
P.O. Box 94309
Riyadh 11693
Saudi Arabia**

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>	THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)	PAGE 3	OFFPAGES 45
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1. REQUEST NO. SSA70015Q0017	2. DATE ISSUED 8/20/2015	3. REQUISITION/PURCHASE REQUEST NO. PR#4596276	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5A. ISSUED BY Contracting Office, American Embassy, P.O. Box 94309, Riyadh 11693 Tel: +966-11-488-3800, Fax: +966-11-4887939 Email: Riyadhcontracting@state.gov	6. DELIVER BY (Date) As per SOW
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5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)	7. DELIVERY SAME AS BLOCK 5A OTHER (See Schedule)
NAME James E. Barclay, Contracting Officer	TELEPHONE NUMBER AREA CODE NUMBER 11 488-3800

8. TO:	9. DESTINATION
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a. NAME	b. COMPANY	a. NAME OF CONSIGNEE
c. STREET ADDRESS	b. STREET ADDRESS	
d. CITY	e. STATE	f. ZIP CODE
	d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) September 2, 2015, COB 1700	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
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11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	The Contractor shall perform all work necessary to produce a complete set of construction plans and technical specifications sufficient for the construction of the facility described in this contract. This shall include, but is not limited to, any architectural and engineering design and analyses, construction cost estimates, renderings, photographs and scale models described in the Statement of Work.	1	Package		

12 DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %
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NOTE: Additional provisions and representations are are not attached.

13 NAME AND ADDRESS OF QUOTER a. NAME OF QUOTER b. STREET ADDRESS c. COUNTY d. CITY e. STATE f. ZIP CODE	14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION 16. SIGNER a. NAME (Type or print) c. TITLE (Type or print)	15 DATE OF QUOTATION b. TELEPHONE AREA CODE NUMBER
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TABLE OF CONTENTS

SF-18 COVER SHEET

- A. PRICES
- B. STATEMENT OF WORK
- C. PACKAGING AND MARKING
- D. INSPECTION AND ACCEPTANCE
- E. DELIVERIES OR PERFORMANCE
- F. CONTRACT ADMINISTRATION
- G. SPECIAL TERMS AND CONDITIONS
- H. CLAUSES
- I. LIST OF ATTACHMENTS
- J. INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION
- K. EVALUATION CRITERIA
- L. REPRESENTATIONS, CERTIFICATIONS AND OTHER

SECTION A - PRICING

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

A.2. VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

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

_____.

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

The Contractor shall deliver the following items:

Item No.	Quantity	Unit	Description	Price
1	*	LOT	35% Construction Documents	SAR
2	*	LOT	60% Construction Documents	SAR
3	*	LOT	Final Construction Document Submittals	SAR
4	3	LOT	Monthly Progress Reports	SAR
5	4	LOT	Quality Assurance and Control Plan	SAR
Total firm-fixed price				SAR
6	1		Maximum estimated reimbursable expenses per Section G.4	SAR
Total firm-fixed price plus estimated reimbursable expenses				SAR
7	1		Option: Construction Phase Services	SAR

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

Labor Category	Hourly Rate	Estimated Hours
Principal		
Senior Architect		
Senior Draftsperson		
Junior Draftsperson		
Senior Mechanical Engineer		
Junior Engineer		
CADD Operator		
Clerical		

SECTION B - STATEMENT OF WORK

B.1.0. GENERAL INFORMATION

Introduction. This project is professional A&E (Architectural and Engineering) services to develop a Lower Roof Condition Assessment and recommendations Report for the Chancery lower roof area. Please note that the upper roof is NOT included.

B.2.0. PROJECT REQUIREMENTS

B.2.1. Description of Project

The American Embassy Riyadh (Embassy) requires Architectural & Engineering (A&E) professional services to develop a Roof Condition Assessment and Recommendations Report for the chancery low roof areas. NOTE: *The chancery high roof is NOT included.*

B.2.2. General Requirements

B.2.2.1. This design is a multidiscipline effort that requires complete architectural and engineering services to define the construction, operating, and maintenance requirements of the facilities. If there is any inconsistency between the attachments listed herein and this section follow this section. Refer to Sub-Section 2.1 in SOW.

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

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

B.2.2.3. The Contractor shall carefully review and coordinate drawings and specifications, and other project documents before submittal. This includes identifying all interface points and controls between drawings and documents. The Contractor shall have a quality control program in effect, which will require his employees and consultants to thoroughly review and coordinate all project data prior to submittals. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before submitting documents or they will be rejected by the Contracting Officer. The letter of transmittal shall certify that all documents have been reviewed and coordinated prior to submittal. The certification shall be signed by a principal of the Contractor's firm. The Contracting Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Contractor. This program shall indicate the method of controlling the quality of all work produced by the Contractor and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Architect/Engineer Contractor".

B.2.2.4. The Contractor shall produce **A1 (refer to SOW)** plans and specifications. Drawings shall be segregated by buildings. The layout of individual drawings shall convey the required design and construction information. Symbols used shall be accepted

international industry standards and shall be shown in the legend. Lettering shall be of sufficient size to be clearly read when drawings are reduced to half size.

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

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

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

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

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

B.3.0. SPECIAL REQUIREMENTS

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

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

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

No work shall be initiated until the Government has provided review comments under each submittal. The Contractor shall provide in booklet form and in sub-section 4.2 and 4.4 of SOW copies all comments and the actions taken in response to the comments.

B.4.0. EXISTING CONDITIONS

Background: The chancery was constructed in 1989 of structural concrete frame and slab with precast panel wall system. The roofs are concrete flat deck with the original EPDM rubber roof membrane above 50mm insulation which was then cover with a quarry tile plaza deck configuration. In 1998, the chancery low roof was experiencing leaks, so a local contractor, Bin Tami performed a roof recover using PVC, polystyrene insulation, and concrete paver ballast system. In 2005, the chancery upper roof was replaced by a US contractor, Andrew Lawrence, Denver Colorado.

B.4.1. Site – Reserved

B.4.2. Surveys – Refer to SOW

B.4.3. Geotechnical Data – Reserved

B.5.0. DESIGN REQUIREMENTS

B.5.1. General Requirements

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

of the same or similar nature for facilities of similar complexity. The Contractor's design shall conform to generally accepted engineering practices and the approved design criteria.

B.5.2. Design Process

The design shall consist of the following parts:

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

The Contractor shall be required to make A & B (above) oral presentations to the Government at Post to occur A (above).

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

B.6.0. SUBMITTAL REQUIREMENTS

Refer to SOW,

A1,

English

Metric

B.6.1. 35% Submittal

Furnish drawings and other documents containing the following :

B.6.1.1. Site Plan

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

B.6.1.2. Floor Plans– Reserved

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

B.6.1.3. Specifications

Refer to SOW

B.6.2. 60% Submittal

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

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

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

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

B.6.2.6. Installation Drawings

B.6.2.7. Update all submittal documents/specific drawings required from above based on USG comments.

B.6.3. 100% Submittal - Final Construction Documents

B.6.4. Submittal Copies (Refer to SOW)

B.6.4.1. Furnish bound set(s) of full size blue-line prints of unclassified drawings.

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

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

B.6.4.4. Furnish separate information of the following items and furnish individually bound set(s) of 8-1/2" x 11" or A4 prints of each:

- 1) Outline specifications.

- 2) Design criteria and preliminary calculations.
- 3) Written Project Design Manual.
- 4) Cost estimate.

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

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

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

B.7.0. FURNITURE AND FURNISHINGS PRICING, DOCUMENTATION, AND INSTALLATION PHASE Reserved

B.8.0. POST DESIGN AND CONSTRUCTION SERVICES

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

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

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

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

SECTION C - PACKAGING AND MARKING

Reserved

SECTION D - INSPECTION AND ACCEPTANCE

D.1.0. INSPECTION

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

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

D.2.0. ACCEPTANCE

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

D.3.0. QUALITY PROGRAM REQUIREMENTS FOR DESIGN CONTRACTS

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

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

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

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

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

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

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

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

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

SECTION E - DELIVERIES OR PERFORMANCE

E.1.0. PERIOD OF PERFORMANCE

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

E.2.0. CONTRACTOR DELAYS

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

E.3.0. DELIVERY SCHEDULE

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

Item No.	Description	Days after effective date of order
1	35% Construction Documents	40
2	60% Construction Documents	20
3	100% Construction Documents	20
4	Monthly Progress Reports	Monthly
5	Quality Assurance and Control Plan	5

E.4.0. DELIVERABLES

E.4.1. The Contractor shall deliver design submittals to the COR at the following address:
Mirza A Hamid, Facility Engineer

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

Facility Management
Embassy of the United State of American
Diplomatic Quarter
P.O. Box 943089
Riyadh 11693, Saudi Arabia
Tel: +966-11-488-3800 X 4997

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

E.5.0. MONTHLY PROGRESS REPORT

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

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

SECTION F - CONTRACT ADMINISTRATION

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

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

(b) The COR for this contract is Hamid A. Mirza, Facility Engineer.

F.1.1. Duties

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

F.2.0. INVOICING AND PAYING INSTRUCTIONS

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

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

F.2.3. Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments

for deliverable items listed in Section A shall be made in accordance with FAR 52.232-1, "Payments." For reimbursable expenses listed in Section G, payment shall be made after an acceptable invoice has been submitted by the Contractor. The Contractor shall mail invoices to:

Attn: Financial Management Center
Embassy of the United States of America, Riyadh
P.O. Box 94309
Riyadh – 11693
Kingdom of Saudi Arabia
Tel: 011-488-3800, Ext, 4366, 4557, 4864, 4512

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

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

SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0. SECURITY

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

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

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

WARNING

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

U.S. EMBASSY
Diplomatic Quarter
Riyadh, Saudi Arabia

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

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

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

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

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

G.2.0. DESIGN-TO-BUDGET - Reserved

G.3.0. CONSTRUCTION COST ESTIMATING - Reserved

G.4.0. REIMBURSABLE EXPENSES - Reserved

G.5.0. ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

G.6.0. RELEASE OF INFORMATION

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

G.7.0. NOTIFICATION OF CHANGES

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

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

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

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

- (ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including –
 - What contract line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

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

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

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

G.7.6. Equitable Adjustments.

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

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

In the case of drawings, designs, or specifications that are defective and the Government is responsible, an equitable adjustment shall include the cost and time extension for the delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs, or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for a delay resulting from the Contractor's failure to provide notice or to continue performance as provided above.

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

SECTION H- CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses (please note these addresses are subject to change):

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

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

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINTIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2015)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)

- 52.223-18 ENFORCING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
- 52.228-4 WORKERS’ COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.229-6 TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-1 PAYMENTS (AUG 1984)
- 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILTY OF FUNDS (APR 1984)
- 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JULY 2013)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
- 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
- 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-1 CHANGES – FIXED PRICE (AUG 1987) *Alternate III (APR 1984)*
- 52.243-3 CHANGES – TIME-AND-MATERIAL OR LABOR-HOUR (SEPT 2000)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2014)
- 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)
- 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

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

- 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
- 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)
- 652.243-70 NOTICES (AUG 1999)

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

SECTION I - LIST OF ATTACHMENTS

ATTACHMENT-A - STATEMENT OF WORK/SCOPE OF WORK

ATTACHMENT-A - STATEMENT OF WORK/SCOPE OF WORK

**STATEMENT OF WORK
FOR
ARCHITECTURAL & ENGINEERING SERVICES
Roof Condition Assessment & Recommendations Report
Chancery Low Roof
Riyadh KSA**

August 4, 2015



CONTENTS:

- 1.0 Introduction
- 2.0 General Requirements
- 3.0 Survey and Recommendations
- 4.0 Condition Assessment Deliverables
- 5.0 Deliverable Schedule
- 6.0 Security

U.S. DEPARTMENT OF STATE

**OVERSEAS BUILDINGS OPERATIONS
Washington, DC**

ROOF MANAGEMENT PROGRAM

1.0 INTRODUCTION

- 1.1 The American Embassy Riyadh (Embassy) requires Architectural & Engineering (A&E) professional services to develop a Roof Condition Assessment and Recommendations Report for the chancery low roof areas. NOTE: *The chancery high roof is NOT included.*
- 1.2 Background: The chancery was constructed in 1989 of structural concrete frame and slab with precast panel wall system. The roofs are concrete flat deck with the original EPDM rubber roof membrane above 50mm insulation which was then cover with a quarry tile plaza deck configuration. In 1998, the chancery low roof was experiencing leaks, so a local contractor, Bin Tami preformed a roof recover using PVC, polystyrene insulation, and concrete paver ballast system. In 2005, the chancery upper roof was replaced by a US contractor, Andrew Lawrence, Denver Colorado.
- 1.3 The 17 year old chancery low roof recover is now again experiencing leaks. These leaks maybe now it both the original roof and the recover roof. This will require test cuts to verify and then total removal for a complete new roof system.
- 1.3 The Overseas Building Operations (OBO) Roof Management Program recommends tasking a local consultant who specializes in waterproofing and commercial roofing to survey the roofs and structures and provide recommendations for repair, replacement or reconfiguration of the roofs. These recommendations will be used to develop and schedule future design and construction scopes of works.

2.0 GENERAL REQUIREMENTS

- 2.1 The A&E shall provide architects, engineers, and quantity surveyors as needed to complete the services that meet the requirements in this Statement of Work (SOW). It is expected that the A&E shall partner closely with Embassy personnel and OBO.
- 2.2 The A&E shall furnish all supervision, labor equipment, materials and related expenses to conduct an assessment of all roof areas described above. At a minimum, A&E shall provide a two-person assessment team with experience in waterproofing systems to include a Project Manager and a Quality Assurance Technician. The Project Manager shall be a licensed structural engineer or registered architect.
- 2.3 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. Any cost associated with services subcontracted by the A&E shall be borne by and be the complete responsibility of the A&E under the fixed price of this contract.

- 2.4 The A&E shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished under this contract. The A&E shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, drawings, specifications, and other services.
- 2.5 The A&E shall be required to prepare reports and estimated construction costs as further described below.

3.0 SURVEY AND RECOMMENDATIONS

- 3.1 A&E shall obtain existing building information, drawings, specifications, and history from the Embassy before making the on-site surveys. Specific requests shall be sent in writing. A&E shall immediately contact the Embassy if additional on-site time is required.
- 3.2 While on-site, A&E shall visually survey and conduct physical tests to assess the condition of the building's waterproofing components that include, but are not limited to: roof membrane, insulation, metal and membrane flashing, structural deck and supporting joists or beams, parapet walls, drainage components, mechanical, electrical, and miscellaneous equipment, and all other items associated with existing deficiencies.
- 3.3 The A&E shall investigate the availability, competence and quality of local, in-country construction contractors and materials, and assess if local contractors and/or materials can be used. The A&E shall ascertain all local building code requirements and licensing requirements for implementing the recommendations made. The A&E shall investigate local environmental and climatic conditions.
- 3.4 A&E shall meet with the Embassy officials to discuss the preliminary condition assessment findings and point out any known locations of water penetrations.
- 3.5 Specific analysis shall include 1) availability & compatibility of materials, 2) wind uplift, 3) roof drainage capacity & slope, 4) thermal insulation, 5) flashing heights, and 6) structural analysis of the existing structure and the effect of any proposed new roof system on the existing roof structure, bearing walls, and foundation.
- 3.6 Condition Assessment Reports shall include the following:
- 3.6.1 General Construction Information:
Provide the history, style, age, and location of building(s) include surroundings and their potential impact on building and any proposed construction and how it may affect the building's intended use and design life expectancy. Provide climatic and geographic location and impacts on scheduling.
- 3.6.2 Roof Construction:

Provide building structural system and how it relates to building façade and roof configuration, building movement, fire, wind and impact resistance, type and amount of insulation, rooftop traffic if any.

3.6.3 Observations and Findings:

Test cuts performed, materials uncovered and locations. Report existing leak locations and types of previous repairs and frequency of repairs.

3.6.4 Recommendations:

Provide the life expectancy of existing roof. Can roof be repaired or is it in need of replacement? Report research findings and explanations shall include local contractor performance capabilities for these projects. Provide an analysis of local materials availability and quality. Provide cost and scheduling estimates. SOW
OBC LOW ROOF PAGE 4 OF 7

3.6.5 Photographs:

Overall photographs taken of the building and roof system from a distance, photographs taken of the roof from different angles, and close-up photographs of details, each with descriptions of what is being viewed. Include photos of roof structure from attic side.

3.6.6 Drawings:

Dimensioned plans depicting all existing components, slope and locations where chronic water intrusion or other problem areas, equipment locations (operable or inoperable), and typical cross sectional details of the roof configuration.

4.0 CONDITION ASSESSMENT DELIVERABLES

4.1 Condition Assessment Report documentation shall be submitted to the Embassy for review by OBO at the Draft and Final completion stages. .

4.2 Draft Report submissions shall be a bound 8 1/2 x 11 inch format with 11 x 17 inch fold-out drawings and shall be comprised of Five (5) hardcopy and One (1) electronic of the draft.

Distribution: Embassy Facilities 1

OBO Area Management 1

OBO Architecture 1

OBO Structural 1

OBO Roof Program 1

4.3 Embassy and OBO will review the Draft Condition Assessment Report and comments will be returned to the A&E for incorporation into the Final Condition Assessment Report. A&E shall respond to all review comments in writing. In cases where the A&E does not agree with OBO's comments, the A&E shall provide a statement as to why the reviewer's objection and or recommendation are inappropriate.

4.4 Final Report submission shall be one electronic copy of the revised draft report in PDF, WORD, and CADD Drawings formats for reproduction. The Final Report shall include detailed construction cost estimates and a tentative construction schedule for the recommended roof repairs or replacements by a local contractor.

5.0 DELIVERABLE SCHEDULE

5.1 A&E shall commence work under this contract promptly and execute the work diligently within the contract period specified below.

5.2 Milestones:

Award of Contract September 2015

Kick-off Meeting & Site Survey 5 days

Draft Survey and Recommendations Report 60 days

Embassy and OBO Review & Comments 30 days

Final Survey and Recommendations Report 30 days

Total Period of Performance 125 days SOW OBC LOW ROOF PAGE 5 OF 7

6.0 SECURITY

6.1 This is a non-classified project. The work to be performed under this contract requires that the A&E, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the A&E will not be disclosed beyond the Embassy. *(Trust us, we're the US Government.)*

END OF STATEMENT OF WORK SOW OBC LOW ROOF PAGE 7 OF 7

SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

J.1.0. SUBMISSION OF QUOTATIONS

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

Summary of Instructions

Each quotation must consist of the following:

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

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

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

Volume 2 shall contain:

1. Complete pricing schedules as identified in Section A. The proposed total firm fixed price for all the deliverables shall be broken down in detail to provide all direct costs, such as salaries, fringe benefits, taxes, insurance costs, material costs, administrative overhead and profit.
2. A complete cost breakdown, including professional hours, materials, travel expenses, subcontractor costs, reproduction costs and all other costs related to the design and/or ancillary services required to perform of the work described previously.
3. Hourly rates for each professional category of each required discipline, as well as overhead, G&A, and profit shown as separate items. Submit the same information for any proposed subcontractors.
4. A copy of the most recent audit performed on the company's accounting system by an independent auditor or by a Government agency.
5. A copy of the firm's financial statement.
6. A copy of liability insurance policy covering errors and omissions.

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

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

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

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

PROVISION TITLE AND DATE

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

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

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

Management Counselor
U.S. Embassy
Diplomatic Quarter
Riyadh, Saudi Arabia
Tel: +966-11-488-3800

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 3 years;

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

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

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

SECTION K - EVALUATION CRITERIA

K.1.0. EVALUATION PROCESS

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

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

K.2.0. FIRM FIXED PRICES

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

K.3.0. SEPARATE CHARGES

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

The following DOSAR is provided in full text:

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

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

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

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

the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

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

(b) Offeror represents that—

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

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

(End of provision)

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER

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

(a) The offeror certifies that -

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN)

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

(e) Type of Organization

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)

	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

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

(End of provision)

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

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

(2) The small business size standard is **\$7.5 million dollars (541310), and \$15 million dollars (541330)**.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this

solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

L.4 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:	
Address:	
Telephone No.:	

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

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

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

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

(b) The Contracting Officer has determined that for performance in the country of Kingdom of Saudi Arabia –

- 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)