



*Embassy of the United States of America*

*Riyadh, Saudi Arabia  
September 11, 2013*

***To: Prospective Bidders***

**SUBJECT: *To repaint all the interior of the main building and any attached building interior that may need attention in EMR of the American Embassy, Riyadh, Solicitation Number S-SA700-13-Q-0050.***

The Embassy of the United States of America invites you to submit a proposal ***to repaint all the interior of the main building and any attached building interior that may need attention in EMR of the American Embassy, Riyadh, Solicitation Number S-SA700-13-Q-0050***

If you are interested in submitting a proposal on this project, read the instructions in Section L of the attached Request for Proposals (RFP).

If you intend to submit a proposal, you should thoroughly examine all documents contained in the contract solicitation package and arrange for a personal inspection of the project site by a representative from your company. The Embassy intends to conduct a pre-proposal conference at the site, and all prospective offerors who have received a solicitation package will be invited to attend.

Offerors intending to participate in the Pre-Proposal Conference shall be required to submit the names of those company representatives attending, to the Contracting Officer, American Embassy, Riyadh, by fax, 01-488-7939 ***no later than 1400HRS on Sunday, September 15, 2013.*** Attendance is limited to no more than 2 persons per company.

Technical persons will answer any questions bidders have during the site visit. The site visit and conference will be held at ***EMR of the American Embassy, Riyadh, Saudi Arabia on Tuesday, September 17, 2013 at 1030HRS.***

Your proposal must be submitted in a sealed envelope marked "***To repaint all the interior of the main building and any attached building interior that may need attention in EMR of the American Embassy, Solicitation Number S-SA700-13-Q-0050***" to ***Mrs. Sally B. Lewis, Contracting Officer American Embassy, Diplomatic Quarter, Riyadh, Saudi Arabia*** on or before ***1700 hours on Tuesday 24, 2013.*** Late proposal will not be included in the evaluation process.

Complete Part II of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

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

1. Sections B and Attachment 4, Proposal Breakdown by Divisions;
2. Section K, Representations and Certifications;
3. Bar Chart illustrating sequence of work to be performed;
4. Additional information as required in Section L.

The contract will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its proposal accordingly.

Please be advised that each offeror is responsible for furnishing complete information to its subcontractor and suppliers, such as details and quantities required by the drawings and specifications. Subcontractors and suppliers should not be referred to the Embassy or the Architect for determining the amount or quantities of materials required.

The completion time to *repaint all the interior of the main building and any attached building interior that may need attention in EMR of the American Embassy, Riyadh, Solicitation Number S-SA700-13-Q-0050* is *20 working days*, commencing on *notice to proceed*. In the event of an unauthorized or unexcused delay in completing the project, or of unsatisfactory completion of the project, liquidated damages in the amount of **SR.500.00** per calendar day will be assessed until substantial and/or satisfactory completion of the project is achieved.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Embassy reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

Please direct any questions regarding this solicitation **to Mr. Tagelsir Elyas Hussein, Contracting Assistant** or **Mr. Mohammed Masood Khan, Contracting Specialist** either by email or by fax: Email: [HusseinTE@state.gov](mailto:HusseinTE@state.gov) and [KhanMM2@state.gov](mailto:KhanMM2@state.gov) and fax number 01-488-7939 during regular business hours.

Sincerely,



Sally B. Lewis  
Contracting Officer



# SOLICITATION DOCUMENT



*To repaint all the interior of the main building and any  
attached building interior that may need attention  
in EMR of the American Embassy, Riyadh,*

**Solicitation No. S-SA700-13-Q-0050**

**American Embassy**

P.O. Box 94309  
Riyadh 11693  
Saudi Arabia

U.S. Department of State

To repaint all the interior of the main building and any attached building interior that may need attention  
in EMR of the American Embassy, Riyadh, Solicitation Number S-SA700-13-Q-0050

Sections A through M

TABLE OF CONTENTS

**SECTION A - SOLICITATION/CONTRACT FORM**  
SOLICITATION, OFFER AND AWARD FORM ..... SF-1442

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**  
B.1 CONTRACT PRICE ..... 3  
    B.1.1 CONTRACT PRICE ..... 3  
    B.1.2 CURRENCY ..... 3  
B.2 TYPE OF CONTRACT ..... 3

**SECTION C - DESCRIPTION/SPECIFICATIONS - STATEMENT OF WORK**  
C.1 PROJECT NAME/LOCATION ..... 4  
C.2 CHARACTER AND SCOPE OF WORK ..... 4  
    C.2.1 Specifications / Statement of work ..... 4  
    C.2.2 Drawings ..... 4

**SECTION D - PACKAGING AND MARKING**  
D.1 DUTY-FREE CLEARANCE ..... 5

**SECTION E - INSPECTION AND ACCEPTANCE**  
E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) ..... 6  
E.2 FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996) ..... 6  
E.3 QUALITY ASSURANCE ..... 6  
    E.3.1 Monthly Report ..... 7  
    E.3.2 Inspection by Government ..... 7  
E.4 SUBSTANTIAL COMPLETION ..... 7  
    E.4.1. Definitions ..... 7  
    E.4.2. Use and Possession upon Substantial Completion ..... 7  
E.5 FINAL COMPLETION AND ACCEPTANCE ..... 8  
    E.5.1 Definitions ..... 8  
    E.5.2 Final Inspection and Tests ..... 8  
    E.5.3 Final Acceptance ..... 8

**SECTION F - DELIVERIES OR PERFORMANCE**  
F.1 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK ..... 9  
F.2. FAR 52.242-14 SUSPENSION OF WORK ..... 9  
F.3. LIQUIDATED DAMAGES ..... 9  
    F.3.1 FAR 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION ..... 9  
    F.3.2 Assessment and Apportionment of Liquidated Damages ..... 10  
F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES ..... 10  
F.5 ACCEPTANCE OF SCHEDULE ..... 10  
F.6 NOTICE OF DELAY ..... 10  
F.7 NOTICES TO PROCEED ..... 11  
F.8 WORKING HOURS ..... 11  
F.9 EXCUSABLE DELAYS ..... 11  
F.10 PRECONSTRUCTION CONFERENCE ..... 12  
F.11 DELIVERABLES ..... 12

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER ..... 13  
G.2 MONITORING OF THE CONTRACTOR..... 13  
    G.2.1 DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) ..... 13  
    G.2.2 Duties ..... 13  
G.3 FAR 52.236-6 - SUPERINTENDENCE BY THE CONTRACTOR ..... 13  
G.4 PAYMENT ..... 13  
    G.4.1 General ..... 13  
    G.4.2 Detail of Payment Requests ..... 14  
    G.4.3 Payments to Subcontractors ..... 14  
    G.4.4 Evaluation..... 14  
    G.4.5 Additional Withholding ..... 14  
    G.4.6. Payment ..... 15  
G.5 VALUE ADDED TAX..... 15  
G.5 ADVANCE PAYMENT..... 15

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 BOND REQUIREMENTS ..... 16  
    H.1.1 Bonds Required ..... 16  
    H.1.2 Time for Submission..... 16  
    H.1.3 Coverage ..... 16  
    H.1.4 Duration of Coverage ..... 16  
    H.1.5 FAR 52.228-2 Additional Bond Security (OCT 1997)..... 16  
H.2 INSURANCE ..... 17  
    H.2.1 Amount of Insurance ..... 17  
    H.2.2 Government as Additional Insured ..... 17  
    H.2.3 Insurance-Related Disputes..... 17  
    H.2.4 Time for Submission of Evidence of Insurance ..... 17  
H.3 DEFINITIONS ..... 17  
H.4 OWNERSHIP AND USE OF DOCUMENTS ..... 18  
    H.4.1 Ownership and Use of Drawings, Specifications and Models..... 18  
    H.4.2 Supplemental Documents ..... 18  
    H.4.3 Record Documents..... 19  
    H.4.4 "As-Built" Documents..... 19  
H.5 GOVERNING LAW ..... 19  
H.6 LANGUAGE PROFICIENCY ..... 19  
H.7 LAWS AND REGULATIONS ..... 19  
    H.7.1 Compliance Required ..... 19  
    H.7.2 Labor, Health and Safety Laws and Customs..... 19  
    H.7.3 Subcontractors..... 19  
    H.7.4 Evidence of Compliance ..... 19  
H.8 RESPONSIBILITY OF CONTRACTOR..... 20  
    H.8.1 Damage to Persons or Property ..... 20  
    H.8.2 Responsibility for Work Performed ..... 20  
    H.8.3 Utilities and Facilities..... 20  
H.9 CONSTRUCTION OPERATIONS..... 20  
    H.9.1 Operations and Storage Areas ..... 20  
    H.9.2 Use of Premises ..... 20  
H.10 TEMPORARY FACILITIES AND SERVICES ..... 20  
H.11 SAFETY ..... 21  
    H.11.1 Accident Prevention ..... 21  
H.12 SUBCONTRACTORS AND SUPPLIERS..... 21  
    H.12.1 Claims and Encumbrances..... 21

H.12.2	Approval of Subcontractors.....	22
H.13	CONSTRUCTION PERSONNEL.....	22
H.13.1	Removal of Personnel.....	22
H.13.2	Notice to the Government of Labor Disputes.....	22
H.13.3	Construction Personnel Security.....	22
H.14	MATERIALS AND EQUIPMENT.....	22
H.14.1	Selection and Approval of Materials.....	22
H.14.2	Custody of Materials.....	23
H.14.3	Basis of Contract Price.....	23
H.14.4	Substitutions.....	23
H.14.5	"Or-Equal Clause".....	24
H.14.6	Use and Testing of Samples.....	24
H.15	IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL.....	24
H.15.1	Shipment and Customs Clearance.....	24
H.15.2	Surplus Materials.....	25
H.16	SPECIAL WARRANTIES.....	25
H.16.1	Special Warranty Obligations.....	25
H.16.2	Warranty Information.....	25
H.17	EQUITABLE ADJUSTMENTS.....	25
H.17.1	Basis for Equitable Adjustments.....	25
H.17.2	Differing Site Condition Notice.....	26
H.17.3	Documentation of Proposals for Equitable Adjustments.....	26
H.18	NONCOMPLIANCE WITH CONTRACT REQUIREMENTS.....	26
H.19	ZONING APPROVALS AND BUILDING PERMITS.....	26
H.20	ASSIGNMENT.....	26
H.21	AVAILABILITY OF FUNDS.....	27
H.22	ASBESTOS-CONTAINING MATERIAL.....	27

SECTION I - CONTRACT CLAUSES

I.1	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE.....	28
I.2	52.204-07 -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003).....	29
I.3	52.225-13 -- RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003).....	31
I.4	52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS.....	31
I.5	52.228-15 -- PERFORMANCE AND PAYMENT BONDS -- CONSTRUCTION.....	31
I.6	652.243-70 NOTICES.....	32
I.7	652.242-73 AUTHORIZATION AND PERFORMANCE.....	32
I.8	652.225-70 INDEMNIFICATION.....	32
I.9	652.225-71 SECTION 8(A).....	33
I.10	652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD.....	34
I.11	652.236-70 ACCIDENT PREVENTION.....	34
I.12	52.215-19 NOTIFICATION OF OWNERSHIP CHANGES.....	35

SECTION J - LIST OF ATTACHMENTS

LIST OF ATTACHMENTS.....	36
--------------------------	----

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OR  
OFFERORS OR RESPONDENTS

K.1	52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.....	37
K.2	52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.....	37
K.3	52.204-3 TAXPAYER IDENTIFICATION.....	38
K.4	52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.....	39

K.5 52.236-28 PREPARATION OF PROPOSALS .....	40
K.6 DOSAR 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL .....	40

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE .....	41
L.2 SOLICITATION PROVISIONS IN FULL TEXT .....	41
L.3 QUALIFIFCATIONS OF OFFERORS.....	42
L.4 REVIEW OF DOCUMENTS .....	42
L.5 SUBMISSION OF OFFERS.....	42
L.5.1 General.....	42
L.5.2 Summary of Instructions .....	43
L.5.3 Detailed Intructions.....	43
L.6 52.236-27 SITE VISIT .....	44
L.7 MAGNITUDE OF CONSTRUCTION PROJECT .....	45
L.8 DOSAR 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN .....	45
L.9 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.....	45

**SECTION M - EVALUATION FACTORS FOR AWARD**

M.1 EVALUATION OF PROPOSALS.....	47
M.1.1 General.....	47
M.1.2 Basis for Award .....	47
M.1.3 Award Selection .....	48
M.2 AWARD WITHOUT DISCUSSIONS .....	48
M.3 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS.....	48

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. <b>S-SA700-13-Q-0050</b>	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09/11/2013	PAGE OF PAGES 1 OF 57
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY <b>Contracting Officer</b> American Embassy P.O. Box 94309 Riyadh 11693, Saudi Arabia Fax: 01-488-7939	CODE	8. ADDRESS OFFER TO See Section L.5. SUBMISSION OF OFFERS
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9. FOR INFORMATION CALL: →	A. NAME <b>Sally B. Lewis</b> 	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) Tel: 01-488-3800 X4163
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**SOLICITATION**

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

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

- Section A Solicitation, Offer, and Award
- Section B Supplies or Services and Price/Costs
- Section C Description/Specifications/Statement of Work
- Section D Packing and Marking
- Section E Inspection and Acceptance
- Section F Deliverables and Performance
- Section G Contract Administration Data
- Section H Special Contract Requirements
- Section I Contract Clauses
- Section J List of Attachments
  - Attachment 1: Sample performance and Guarantee Bond
  - Attachment 2: Scope of Work
  - Attachment 3: DS-1165 Breakdown of Price Proposal by Division
- Section K Representations, Certifications and other Statements of Offerors or Respondents
- Section L Instructions, Conditions, and Notices to Offerors or Respondents
- Section M Evaluation factors for Award

11. The Contractor shall begin performance within 10 calendar days and complete it within 30 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 7 Days
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by **1700 hours** local time, on **Tuesday, September 24, 2013**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee  is,  is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

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

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS:

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

21. ITEMS ACCEPTED:

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

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

**B.1 CONTRACT PRICE**

The contractor shall perform painting services to all the interior of the main building and any attached building interior that may need attention in EMR of the American Embassy, Riyadh. The contractor shall provide to complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for the following firm-fixed-price and within the time specified herein. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement), profit, and if applicable, value added tax (VAT). See Section G., Subsection G.4. Any costs not priced will be considered to be included in the overhead and others indirect costs.

**B.1.1 TOTAL NET PRICE:** \_\_\_\_\_

**B.2 TYPE OF CONTRACT**

This is a firm-fixed-price contract payable entirely in the currency indicated at B.1.2. by the Contractor. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

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

**C.1 PROJECT NAME / LOCATION**

**American Embassy Riyadh:** To repaint all the interior of the main building and any attached building interior that may need attention in EMR of the American Embassy, Riyadh, Saudi Arabia.

**C.2 CHARACTER AND SCOPE OF WORK**

The Contractor shall furnish all labor and materials to fulfill the requirements of this contract to repaint all the interior of the main building and any attached building interior that may need attention in EMR of the American Embassy, Riyadh, Saudi Arabia. as described in the contract documents. Where indicated, the work includes but is not necessarily limited to the following:

The basic work scope shall consist of followings:

**General Conditions:** As per attached scope of work.

**Preliminary Site Work/Preparation:** As per attached scope of work.

**Execution:** As per attached scope of work, if applicable.

**Miscellaneous:** As per attached scope of work.

**C.2.1 SPECIFICATIONS / STATEMENT OF WORK**

Specifications/Statement of Work is attached as hard copies. (See Section J, Attachment 3). Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the order outlined in Section I, FAR 52.215-8 "Order of Precedence – Uniform Contract Format".

**C.2.2 DRAWINGS**

N/A.

**SECTION - D**  
**PACKAGING AND MARKING**

N/A

## SECTION – E

### INSPECTION AND ACCEPTANCE

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

#### **E.2 FAR 52.246-12 - INSPECTION OF CONSTRUCTION (AUG 1996)**

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not -
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may --
- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
  - (2) Terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

### **E.3 QUALITY CONTROL AND QUALITY ASSURANCE**

The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are performed according to the contract requirements. Copies of the weekly inspection reports shall be provided to the Contracting Officer's Representative (COR).

Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

#### **E.3.1 MONTHLY REPORT**

The Contractor shall render a monthly progress report, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract. This monthly report shall be submitted to the COR.

#### **E.3.2 INSPECTION BY GOVERNMENT**

The services being performed hereunder and the supplies furnished therefor will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

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

### **E.4 SUBSTANTIAL COMPLETION**

#### **E.4.1 DEFINITIONS**

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

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

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

#### **E.4.2 USE AND POSSESSION UPON SUBSTANTIAL COMPLETION**

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

Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

## **E.5 FINAL COMPLETION AND ACCEPTANCE**

### **E.5.1 DEFINITIONS**

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

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

### **E.5.2 FINAL INSPECTION AND TESTS**

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

### **E.5.3 FINAL ACCEPTANCE**

Upon (a) satisfactory completion of all required tests, (b) verification by the COR on the basis of a final inspection that all items listed in the Schedule of Defects have been completed or corrected and that the work is finally complete, subject to the discovery of defects after final completion, and (c) submittal by the Contractor of all documents including contractor close-out documents, and other items required upon completion of the work, including a final request for payment, and the COR is satisfied that the work under the contract is complete and the contract has been fully performed, with the exception of continuing obligations there under, the COR shall issue to the Contractor a notice of final acceptance and make final payment as required by the contract.

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

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

F.1.1. The Contractor shall be required to commence work under this contract from the date contractor advised in the Notice to Proceed. (NTP)

F.1.2. The Contractor shall be required to prosecute the work diligently and complete the entire work ready for use no later than **20 working days** after the Contractor receives the Notice to Proceed. The time stated for completion shall include final cleanup of the premises and completion of "punch list" items.

**F.2 FAR 52.242-14 - SUSPENSION OF WORK (APR 1984)**

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

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

(1) By an act of the Contracting Officer in the administration of this contract, or  
(2) By the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

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

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

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

**F.3 LIQUIDATED DAMAGES**

**F.3.1 FAR 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **SR. 500.00** for each day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

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

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

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

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

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

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

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

### **F.5 ACCEPTANCE OF SCHEDULE**

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

### **F.6 NOTICE OF DELAY**

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

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

(a) Following receipt from the Contractor of any bonds or evidence of insurance within the time specified in Section H of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will issue to the Contractor a Notice to Proceed. The

Contractor shall then prosecute the work required commencing and completing performance not later than the time period established in the contract.

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

#### F.8 WORKING HOURS

All work shall be performed between 08:00 – 17:00 hours local time, *Sunday through Thursday* except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

The following days will be observed as holidays during the year 2008:

Columbus Day	October 13, Sunday
*Eid-al-Adha Hajj	October 14 - 20, Sunday - Thursday
Veteran's Day	November 11, Monday
Thanksgiving	November 28, Thursday
Christmas Day	December 25, Wednesday
New Year	January 01, Wednesday

\*Dates are only approximate since they are determined by locally observed phases of the moon. Consequently, adjustments to the declared local holiday will be made once specific dates are announced by the government.

Any other day designated by Federal law, Executive Order or Presidential Proclamation. When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

#### F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default (Fixed-Price Construction) (APR 1984). Examples of such cases include

- (1) Acts of God or of the public enemy,
- (2) Acts of the United States Government in either its sovereign or contractual capacity,
- (3) Acts of the government of the host country in its sovereign capacity,
- (4) Acts of another contractor in the performance of a contract with the Government,
- (5) Fires,
- (6) Floods,
- (7) Epidemics,
- (8) Quarantine restrictions,
- (9) Strikes,
- (10) Freight embargoes,
- (11) Delays in delivery of Government furnished equipment, and
- (12) Unusually severe weather.

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

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

#### F.10 PRE-CONSTRUCTION CONFERENCE

A Pre-Construction conference will be held approximately 5 days after contract award at the American Embassy, Riyadh to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Pre-Construction Conference in Section I.

#### F.11 DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Submission Date</u>	<u>Deliver to</u>
F.4 Project Schedule	10 Calendar Days after contract award date	COR/CO
H.1 Bonds	15 Calendar Days after contract award date	CO
H.2 Insurance	15 Calendar Days after contract award date	CO
E.3.1 Monthly Progress Reports	Last Calendar Day of each month	COR/CO
H.11.1 Safety Plan	10 Calendar Days after contract award date	COR
E.2 Quality Assurance Plan	10 Calendar Days after contract award date	COR
H.14.1 Submittal Register	10 Calendar Days after contract award date	COR
H.13.3 Site Personnel Information	10 Calendar Days after contract award date	COR
E.3 Inspection Reports	Weekly after Notice to Proceed	COR
G.3 Payment Request	Monthly	COR/CO
F.4(c) Updates to Construction Schedule (52.236—15)	With each payment request	COR
E.5.2 Request for Substantial Completion	5 Days before inspection	COR
H.4.4 As-Built Drawings	After final completion but before final acceptance	COR
E.5.3 Request for Final Acceptance	5 Days before inspection	COR

## SECTION - G

### CONTRACT ADMINISTRATION DATA

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

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

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

##### **G.2.1 DOSAR 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 Facility Engineer.

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

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

#### **G.3 FAR 52.236-6 - SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)**

At all times performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

#### **G.4 PAYMENT**

##### **G.4.1 GENERAL**

The Contractor's attention is directed to Section I, 52.232-5, "Payments under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein. There are no advance payments available under this contract.

#### G.4.2 DETAIL OF PAYMENT REQUESTS

Each request for payment which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the value of labor and materials completed and in place, as verified by the quantity survey report, including a pro-rated portion of overhead and profit. The Bills of Quantities shall form the basis for the Detailed Estimate for Progress Payments and for determining periodic progress payments, subject only to the discretion of the Contracting Officer. Invoices shall be addressed to:

Original Documentation to:  
**Financial Management Center**  
American Embassy, Diplomatic Quarters  
Riyadh, Saudi Arabia  
Tel. 488-3800

#### G.4.3 PAYMENTS TO SUBCONTRACTORS

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

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

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

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)"

#### G.4.4 EVALUATION BY THE CONTRACTING OFFICER

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the COR does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the COR shall advise the Contractor of the reasons therefore.

#### **G.4.5 ADDITIONAL WITHHOLDING**

Independently of monies retained by the Government under 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts considered necessary to cover --

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damages when the Contractor has failed to make adequate progress.

#### **G.4.6 PAYMENT**

In accordance with 52.232-27(a) the 14-day period identified in FAR 52.232-27(a) (1) (i) (A) is hereby changed to 30 days.

#### **G.5 VALUE ADDED TAX (VAT)**

If applicable, the contractor shall be responsible paying to the appropriate authority, the applicable rate of Value Added tax. Offerors shall identify Value Added Tax (VAT) as a separate line item in Attachment(s) 4, Breakdown of Proposal Price. The VAT shall also be reflected as a separate cost item on all invoices submitted under the resulting contract.

#### **G.6 ADVANCE PAYMENT**

No advance payment is authorized under this contract.

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

### **H.1 BOND REQUIREMENTS**

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

The Contractor shall furnish (1) a performance guaranty bond and (2) a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 10% of the contract price, or comparable alternate performance security approved by the Government such as bank letters of credit or guaranty as shown in ample forms in Section J, Attachments 1 and 2.

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

The Contractor shall provide the bonds required by paragraph H.1.1 above within 15 Calendar Days after contract award. Failure to timely submit the required bonds from an acceptable surety or other performance security acceptable to the Government in the required amount may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction), which is included in Section I of this contract.

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

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

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

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

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

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

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

replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

## H.2 INSURANCE

### H.2.1 AMOUNT OF INSURANCE

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause the Contractor is required to whatever insurance is legally necessary. The Contractor shall, at his own expense, provide and maintain during the entire performance period the General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) in the minimum amount of: US Dollars \$500,000 per occurrence of Bodily Injury on or off the site.

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

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

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

### H.2.2 GOVERNMENT AS ADDITIONAL-INSURED

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

### H.2.3 INSURANCE RELATED DISPUTES

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

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

The Contractor shall provide evidence of the insurance required under this contract within 15 Calendar Days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

## H.3 DEFINITIONS

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

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

- (b) Day means a calendar day unless otherwise specifically indicated.
- (c) Host Country means the country in which the project is located.
- (d) Government-Furnished Property means property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor. Government-Furnished Property includes Government-Furnished materials and Government-Furnished Equipment.
- (e) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.
- (f) Notice to Proceed means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the Notice.
- (g) Other Submittals includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.
- (h) Project Data includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- (i) Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- (j) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the COR has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.
- (k) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.
- (l) Work means any and all permanent construction which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

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

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

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

(b) Use and Return. Unless otherwise provided in the contract, the documents described in (a) above are not to be used by other than the Contractor or by the Contractor on other work and, with the exception of the signed contractor set, additional copies provided to or made by the Contractor shall be returned or suitably accounted for by the Contractor upon final completion of the work.

##### H.4.2 SUPPLEMENTAL DOCUMENTS

The Contracting Officer or COR may furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless objection is made by the Contractor within twenty (20) days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

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

The Contractor shall maintain at the project site a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer, and a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

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

After final completion of the work, but before final acceptance thereof, the Contractor shall provide complete sets of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications.

#### **H.5 GOVERNING LAW**

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

#### **H.6 LANGUAGE PROFICIENCY**

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

#### **H.7 LAWS AND REGULATIONS**

##### **H.7.1 COMPLIANCE REQUIRED**

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

##### **H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS**

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

##### **H.7.3 SUBCONTRACTORS**

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

##### **H.7.4 EVIDENCE OF COMPLIANCE**

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

## H.8 RESPONSIBILITY OF CONTRACTOR

### H.8.1 DAMAGE TO PERSONS OR PROPERTY

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

### H.8.2 RESPONSIBILITY FOR WORK PERFORMED

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

### H.8.3 UTILITIES AND FACILITIES

The Contractor shall pay all site installation, connect, usage, and disconnect fees as required by franchised utilities. This includes water, temporary power, stand-by power, telephone, Internet access, and sanitary Sewer [See Section 01 502 – Temporary Facilities].

## H.9 CONSTRUCTION OPERATIONS

### H.9.1 OPERATIONS AND STORAGE AREAS

- (a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR. The Contractor access shall be limited to the Consulate Building, the parking lot, and its immediate surrounding grounds.
- (b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

### H.9.2 USE OF PREMISES

- (a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.
- (b) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination.
- (c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the US Government.

## H.10 TEMPORARY FACILITIES AND SERVICES

Temporary buildings (such as, storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its

expense upon completion of the work. With the written consent of the COR, the buildings and utilities may be abandoned and need not be removed.

## H.11 SAFETY

### H.11.1 DOSAR 652.235-70 - ACCIDENT PREVENTION (AUG 1999)

- (a) GENERAL. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall --
- (1) Provide appropriate safety barricades, signs and signal lights;
  - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
  - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (b) SAFETY MANAGER. (a) The contractor shall designate a safety manager for this contract. The safety manager shall be responsible for coordination of safety procedures, and monitoring of those aspects of the work that pose the greatest safety risks. (b) If, during the performance of this contract, the contractor encounters hazardous materials (including asbestos-containing materials, etc), the contractor shall immediately report the situation to the COR.
- (c) RECORDS. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the COR.
- (d) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (e) WRITTEN PROGRAM. Before commencing the work, the Contractor shall --
- (1) Submit a written proposal for implementing this clause; and
  - (2) Meet with the COR to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (f) NOTIFICATION. The COR shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work issued under this clause.

## H.12 SUBCONTRACTORS AND SUPPLIERS

### H.12.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period,

unless the Government shall be directly liable therefore by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

#### **H.12.2 APPROVAL OF SUBCONTRACTORS**

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

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

#### **H.13 CONSTRUCTION PERSONNEL**

##### **H.13.1 REMOVAL OF PERSONNEL**

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

##### **H.13.2 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

##### **H.13.3 CONSTRUCTION PERSONNEL SECURITY**

After award of the contract, the Contractor has ten (10) calendar days to submit to the COR a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take 15 days to perform. For each individual the list shall include:

###### **WORKER INFORMATION**

Full Name  
Mother's and Father's Name  
Place and Date of Birth  
AQMA Identification Number  
AQAMA & Passport copy  
Current and Permanent Address

###### **VEHICLE INFORMATION:**

Vehicle number (Plate Number)  
Type of vehicle  
Make and Model of vehicle  
Color of vehicle

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.

## H.14 MATERIALS AND EQUIPMENT

### H.14.1 SELECTION AND APPROVAL OF MATERIALS

(a) STANDARD OF QUALITY. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

(b) SELECTION BY CONTRACTOR. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the COR, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the COR. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

### H.14.2 CUSTODY OF MATERIALS

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

### H.14.3 BASIS OF CONTRACT PRICE

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

### H.14.4 SUBSTITUTIONS

(a) PRIOR APPROVAL REQUIRED. Before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project, the Contractor must receive approval in writing from the COR. Any substitution request shall be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for substitutions shall be made in a timely manner to permit adequate evaluation by the Government. If, in the COR's opinion, the use of such substitute

items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

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

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

#### H.14.5 "OR-EQUAL CLAUSE"

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

#### H.14.6 USE AND TESTING SAMPLES

(a) USE. Approved samples not destroyed in testing will be sent to the COR. Those, which are in good condition, will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) FAILURE OF SAMPLES. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

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

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

#### H.15 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

##### H.15.1 SHIPMENT AND CUSTOMS CLEARANCE

(a) COSTS TO BE BORNE SOLELY BY CONTRACTOR. The Contractor is solely responsible without right of reimbursement from the Government for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place of origin to the construction site. Moving

costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

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

- (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,
- (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or
- (3) are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials, which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.

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

## H.15.2 SURPLUS MATERIALS

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

## H.16 SPECIAL WARRANTIES

### H.16.1 SPECIAL WARRANTY OBLIGATIONS

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

### H.16.2 WARRANTY INFORMATION

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

## **H.17 EQUITABLE ADJUSTMENTS**

### **H.17.1 BASIS FOR EQUITABLE ADJUSTMENTS**

Any circumstance for which the contract provides an equitable adjustment, that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer written notice within twenty (20) days. Stating (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

### **H.17.2 DIFFERING SITE CONDITION NOTICE**

The Contractor shall provide written notice of a differing site condition within ten (10) calendar days of occurrence in accordance with additional information provided in FAR 52.236-2, Differing Site Condition.

### **H.17.3 DOCUMENTATION OF PROPOSALS FOR EQUITABLE ADJUSTMENTS**

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

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

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

## **H.18 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause.

#### **H.19 ZONING APPROVALS AND BUILDING PERMITS**

The Government is responsible for obtaining permission from the local government authorities to undertake the work as described in the Contract documents. The Contractor shall be responsible to obtain all necessary authorizations and permits from the appropriate municipality and other local and national Government agencies to execute all related works including, but not limited to, carrying out detailed survey, locating and/or relocating existing services, excavations, road/side walk closures, material staging areas, and any other requirements.

#### **H.20 ASSIGNMENT**

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

#### **H.21 AVAILABILITY OF FUNDS**

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

#### **H.22 ASBESTOS-CONTAINING MATERIALS RESTRICTION**

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

**SECTION - I**  
**CONTRACT CLAUSES**

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

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

<http://www.arnet.gov/far> 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.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR Ch. 1)

<u>Clause</u>	<u>Title and Date</u>
52.202-1	DEFINITIONS (DEC 2001) ALTERNATE I (MAY 2001)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RECISSION, RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215.11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATION (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
52.216-7	ALLOWABLE COST AND PAYMENT (FEB2002) ALTERNATE I (FEB 1997)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)
52.225.13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)
- 52.232.23 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)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRE-CONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-4 CHANGES (AUG 1987)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.248-3 VALUE ENGINEERING - CONSTRUCTION (FEB 2000)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

**THE FOLLOWING CLAUSES ARE SET FORTH IN FULL TEXT:**

**I.2 FAR 52.204-07 – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 numbers that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number -

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR

database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**I.3 FAR 52.225-13 - RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)(a)**

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

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.gov/Terlist1.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapters V and/or on OFAC's website at <http://www.treas.gov/ofac>.

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

**I.4 FAR 52.244-6 - SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)**

(a) DEFINITIONS. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.5 FAR 52.228-15 - PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (JULY 2000)**

(a) *Definitions.* As used in this clause - "Original contract price" means the award price of the contract, or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 10 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 10 percent of the original contract price.

(3) *Additional bond protection.* (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection will generally equal 20 percent of the increase in contract price.

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

(c) *Furnished executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, as specified by the Contracting Officer before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Registrar, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd floor, West Wing, Washington D.C. 20227.

(e) *Notice of subcontractor waiver protection (40 U.S.C. 270b(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of this contract.

**I.6 DOSAR 652.243-70 NOTICES (AUG 1999)**

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

**I.7 DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)**

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees labor standards, and regulations of said country or countries during the performance of this contract.

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

#### **I.8 DOSAR 652.228-70 - INDEMNIFICATION (JULY 1988)**

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

#### **I.9 DOSAR 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)**

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

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

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

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

(a)(1)- (6) above:

(1) Complying or agreeing to comply with requirements:

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

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

- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

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

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

#### **I.11 DOSAR 652.236-70 ACCIDENT PREVENTION (AUG 1999)**

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

- (1) Provide appropriate safety barricades, signs and signal lights;
  - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues;
  - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken; and,
- (b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the Contracting Officer.
- (c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) Written program. Before commencing work, the Contractor shall:
- (1) Submit a written plan for implementing this clause and,

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

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

#### **I.12 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

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

**J.1**

**ATTACHMENT NO. DESCRIPTION OF ATTACHMENT**

Attachment 1	<b><u>SAMPLE PERFORMANCE AND GUARANTY BOND</u></b>
Attachment 2	<b><u>SCOPE OF WORK</u></b>
Attachment 3	<b><u>DS-1165 - Breakdown of Price Proposal by Division</u></b>

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

**K.1 FAR 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) of this provision

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

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

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

**K.2 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

### K.3 FAR 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 United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

#### (e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);

- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_
- (f) Common parent.
- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:  
  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

**K.4 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -
  - (i) The Offeror and/or any of its Principals -
    - (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have  have not , within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offer; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
    - (C) are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
    - (ii)(A) The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B, and (c) of this provision, has  has not , within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-
      - (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
      - (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
      - (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a will violation of law.
    - (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
    - (iii) The offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by and Federal agency.
  - (2) "Principals", for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

#### **K.5 FAR 52.236-28 – PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)**

(a) Proposals must be

(1) Submitted on the forms furnished by the Government or on copies of those forms, and  
(2) Manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --

(1) Lump sum price;  
(2) Alternate prices;  
(3) Units of construction; or  
(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

#### **K. 6 DOSAR 652.225-70 - ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)**

(a) Definitions. As used in this provision:

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

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

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

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

**SECTION - L**  
**INSTRUCTIONS, CONDITIONS,**  
**AND NOTICES TO OFFERORS OR RESPONDENTS**

**L.1 FAR 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://www.arnet.gov/far/> 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" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.  
<http://www.statebuy.gov/home.htm>

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

<u>FAR REFERENCE</u>	<u>DATE</u>	<u>TITLE</u>
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.215-1	MAY 2001	INSTRUCTIONS TO OFFERORS—COMPETITIVE
ACQUISITION		
52.236-28	OCT 1997	PREPARATION OF PROPOSALS-CONSTRUCTION

**L.2 SOLICITATION PROVISIONS IN FULL TEXT**

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

The Government contemplates award of a fixed price construction contract, 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 the Contracting Officer at the following physical address below: (for mailing address, see block 7 of the SF 1442):

Contracting Officer  
American Embassy  
P.O. Box 94309  
Riyadh 11693  
Saudi Arabia

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

### **L.3 QUALIFICATIONS OF OFFERORS**

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

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation, which could be considered contrary to the interests of the United States.

### **L.4 REVIEW OF DOCUMENTS**

Each Offeror is responsible for:

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

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

### **L.5 SUBMISSION OF OFFERS**

#### **L.5.1 GENERAL**

This solicitation is for the performance of the construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments, which are parts of this solicitation.

## L.5.2 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following (3) three physically separate volumes:

<u>SECTION</u>	<u>Title</u>	<u>No. of Copies*</u>
Volume 1	Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)"	3
Volume 1	Completed Section K - <u>REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u>	3
Volume 1	Price Proposal and completed Section B - <u>SUPPLIES OR SERVICES AND PRICES/COSTS.</u>	3
Volume 1	Completed DS-1165 Breakdown of Price Proposal by Division	3
Volume 2	Performance schedule in the form of a Bar Chart or time scaled Network Diagram CPM Schedule	3
Volume 2	The Business Management/Technical Proposal	3

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address set forth below, if delivered by courier or hand-delivered (which the US Government encourages):

Contracting Officer  
 American Embassy  
 P.O. Box 94309  
 Riyadh 11693  
 Saudi Arabia

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

\* The total number of copies includes the original and two copies.

## L.5.3 DETAILED INSTRUCTIONS

L.5.3.1 Volume I: Standard Form 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.5.3.2 Price proposal and Section B. The price proposal shall consist of completion of Section B with each individual unit price inserted into the Bill of Quantities. Value Added Tax (VAT) shall be identified as a separate line item.

L.5.3.3 Volume II: Construction Performance Schedule, and Business Management/Technical Proposal.

(a) The performance schedule shall be presented in the form of a Bar Chart or time scaled network diagram (Critical Path Method) CPM Schedule indicating when the various portions of the work will be commenced and completed within the required contract completion schedule.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

**Proposed Work Information** - Provide the following:

- (1) A comprehensive list of the names addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project and a comprehensive résumé of their related experience on previous projects of a similar type and magnitude;
- (3) A list of the names, addresses, and telephone numbers of all subcontractors and all principal materials suppliers to be used on the project, clearly indicating what portions of the work will be performed by them. This list shall be presented in sufficient detail to indicate which work will be performed by the Contractor work force and equipment, and which work will be performed by subcontractor work force and equipment;
- (4) A comprehensive list of equipment owned, equipment available, and equipment projected to be assigned to the work described in the solicitation;
- (5) A listing of the number of personnel - broken down into discipline/craft - that will be assigned to this project;
- (6) A list of personnel that is able to understand written and spoken English.
- (7) In accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMAMCE (AUG 1999) provide written certification that authorization to operate and do business in the country in which this contract will be performed, has been obtained.

**Experience and Past Performance** - List 5 contracts your company has held over the past three years for the same or similar work. By same or similar work, you shall provide data for relevant specialist experience and technical competence in construction projects of the nature described in the solicitation document.

Provide the following information for each contract and subcontract:

- (1) Customer's name, address, telephone number, fax number, and email address of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award, place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution; and
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

**L.6 FAR 52.236-27 - SITE VISIT (CONSTRUCTION) (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A Pre-Proposal Conference and an organized site visit have been scheduled for 10:30 A.M. on Tuesday, September 17, 2013.

(c) Participants will meet at the American Embassy, Riyadh, Saudi Arabia.

(d) Offerors intending to participate in the Pre-Proposal Conference shall be required to submit the names of those company representatives attending, to the Contracting Officer, American Embassy, Riyadh, by 01-488-7939 no later than 1400HRS on Sunday, September 15, 2013. Attendance is limited to no more than 2 persons per company.

#### **L.7 MAGNITUDE OF CONSTRUCTION PROJECT**

It is anticipated, the range in price of this contract will be less than \$25,000.00.

#### **L.8 DOSAR 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)**

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

#### **L.9. FAR 52.204-6 - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at: <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**SECTION – M**  
**EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION OF PROPOSALS**

**M.1.1 GENERAL**

To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS OR RESPONDENTS, and shall meet all the requirements set forth in the other sections of this solicitation.

**M.1.2 BASIS FOR AWARD**

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is determined to be a responsible contractor within the meaning of FAR Part 9, paragraph 9.104. Evaluations will be conducted in accordance with the procedures set forth below:

- (a) **Initial Evaluation** - All proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in L.5, SUBMISSION OF OFFERS. The Government may reject proposals that are missing a significant amount of the required information.
- (b) **Technical Evaluation** - Those proposals remaining after the initial evaluation will be thoroughly reviewed to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. Technical Acceptability will include a review of the Proposed Work Information described in L.5.3.3 to ensure that:
- (i) the offeror's proposed project superintendent is sufficiently qualified and has the appropriate experience to manage a project of this magnitude;
  - (ii) the offeror's proposed subcontractors are acceptable to the Government;
  - (iii) the offeror's proposed suppliers are acceptable to the Government;
  - (iv) the offeror's has demonstrated that its workforce is sufficient in number to perform the work, or that the offeror has demonstrated the ability to obtain at short notice the number of workers required to undertake the project; and
  - (v) the work to be undertaken by the offeror's workforce and equipment, and that by the offeror's subcontractor workforce and equipment, is conducive with that for achieving the results required in the solicitation document.
  - (vi) the offeror is in possession of authorization to operate and do business in the country in which this contract will be performed in accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

Past references provided as part of the Experience and Past Performance information as described in L.5.3.3 may also be contacted to verify quality of past performance. The Government will review data provided for relevant specialist experience and technical competence in construction projects of the nature described in the solicitation document, to determine the acceptability of the level of technical competence.

The Government reserves the right to consider information independently obtained in the evaluation of past performance. The end result of this review will be a determination of technical acceptability or unacceptability.

The Government will review data provided for the proposed Offeror's field superintendent for this project and their related experience on previous projects of a similar type and magnitude.

The Government will review the Performance schedule submitted to determine that all proposed sequences of work are conducive with ensuring that performance will be completed timely in accordance with the contract period of performance, and are technically competent for the nature of the work contained in the scope of work.

(c) **Price Evaluation** – The Government will evaluate offers by the basic requirement and the inclusion of applicable value added tax (VAT).

(d) **Responsibility** will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;
- (5) Necessary equipment and facilities or the ability to obtain them; and
- (6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. In establishing whether or not a price proposal has been understated, a comparison may be made between the proposed price and that of (1) the independent government cost estimate; (2) to current pricing information from manufacturers and independently obtained cost and pricing data, (3) fabrication, transportation, and installation costs, and (4) current labor rates.

### **M.1.3 AWARD SELECTION**

The prices of all technically acceptable firms will then be reviewed and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, "Instructions to Offeror's - Competitive Acquisition (OCT 1997) in Section L, award may be made based upon initial offers, without discussions. Unsuccessful offerors will be notified in accordance with FAR 15.1001.

### **M.2 AWARD WITHOUT DISCUSSIONS**

In accordance with FAR Provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government may award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.306(a)(3).

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

If the Government received offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the daily rate published by FMP/F/IFS in effect on the -

- (a) Date of bid opening for sealed bid acquisitions;
- (b) Closing date for negotiated acquisitions when award is based on initial offers; or
- (c) Due date for receipt of best and final offers, for other acquisitions.



## **ATTACHMENT NO. 1**

**SAMPLE PERFORMANCE AND GUARANTY BOND**

**SAMPLE**  
OFFICIAL BANK LETTERHEAD  
BANK LETTER OF PERFORMANCE GUARANTY

(Place)

(Date)

Contracting Officer  
American Embassy  
P.O. Box 94309  
Riyadh 11693  
Saudi Arabia

**SUBJECT: Performance and Guaranty LETTER OF GUARANTY NO**

The undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to effect payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon demand after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or to take any legal action or obtain ft prior consent of the Contractor or for any other proof, action, or decision by any other authority, up to the sum of Amount Equal to ten percent (10%) of the Contract Price in U.S. Dollars during the period ending with the dated of final acceptance and remaining at ten percent (10%) of the Contract Price in U.S. Dollars during the contract guaranty period, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the work under Contract (Contract No.) for (Description of Work) at (Location of Work) in strict compliance with the terms, conditions, and specifications of said contract, entered into between the Government and (Name of Contract of (Address of Contractor)) on (Contract Date) plus legal charges of 10% per annum on the amount called due, calculated from the sixth day following receipt of the Contracting officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplement! Agreement without affecting the validity of this guaranty provided. However, that the amount of this guaranty shall remain unchanged. The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guarantee, and the bank will promptly honor each individual demand. This letter of guaranty shall remain in effect until the essential completion of the Contractor's performance of Contract (number). The undersigned certifies that the guaranty is issued by a depository institution located in and authorized to do business in any state of the United Stairs or the District of Columbia, and authorized to issue such checks or Letters of Guaranty by the banking laws of the United States or any state of the United States.

Bank (depository institution) :

Legal Name & Address

Location:

State of Incorporation

Signature(s) \_\_\_\_\_

Corporate Seal:

Name(s) \_\_\_\_\_

Title(s) \_\_\_\_\_

**NOTE: CERTIFICATE OF AUTHORITY IS ATTACHED EVIDENCING  
AUTHORITY OF THE SIGNER TO BIND THE BANK TO THIS DOCUMENT.**



## **ATTACHMENT NO. 2**

## **SCOPE OF WORK**

## SCOPE OF WORK

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

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

The Contractor shall furnish and apply all materials required by this contract, unless the contract states that materials and equipment will be provided by or work performed by the Government or by others under separate contracts. The embassy shall provide paint for walls and ceilings only. The contractor is required to paint all the interior surfaces that have already been painted/finished that includes window frames, doors and frames either painted or varnished.

#### C.2 SURVEY

The Contractor shall survey the property and verify the work required directed by FM during the site inspection before beginning work, to determine if any discrepancies exist. The Contractor shall be responsible for any errors that might have been avoided by such a survey/review. The Contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

#### C.3 APPLICABLE PAINTING STANDARDS/PAINT SPECIFICATIONS

Painting and preparatory work shall follow the International Building Codes and Standards and US building Codes. *Paint used shall be DULUX brand or equivalent and approved prior to use by FM.*

#### C.4 PREPARATION/PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The Contractor shall move, protect and return such property to its original position upon completion of work in that area.

The Contractor shall first remove or protect furnishings (such as furniture and rugs) by appropriate covering. The Contractor shall protect floors from soiling and paint spills. Wooden floors shall not be washed under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable protective cover. The Contractor shall also equip ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint, or in any way soils the floors, the Contractor shall clean up using a specialist floor finishing company at the Contractor's expense. After completion of the painting work, the Contractor shall return all furnishings to their original position, and clean the work area free of litter and debris. Contractor shall clean as work progresses especially after any spills when the paint can be removed quickly and with least damage.

#### C.4 UTILITIES

The Government cannot ensure that utilities will be available at all properties at all times. The Contractor shall have an alternate source of power (generator) available if needed to ensure that paint will be applied following the manufacturer's specifications. The Contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature. The Contractor shall have its own source of water available for clean up if water has been turned off in the property for winterization of the plumbing system.

#### C.5 EQUIPMENT

The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. The Government will not furnish any equipment/materials.

#### C.6 WARRANTY

The warranty shall be valid for 1 year after the final inspection. During the warranty period, the Contractor shall repair or replace, free of charge, any occurring defects or ensuing damages. If the Contractor fails to do so after receipt of a written request to that effect, the Government may have such discrepancies remedied at the Contractor's expense.

#### C.7 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

##### a. Interior Painting

Paint surfaces as directed by FM during the site inspection. Match paint to similar adjacent materials or surfaces after sample approval by FM.

- (1) **Paint:** This category includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- (2) **Product Data:** The Contractor shall submit manufacturer's technical information, label analysis, and application instructions to the COR for each paint material proposed for use, prior to starting work. The Contractor shall list each material and cross-reference specific coating and finish system and application as an attachment to the above submittal. The Contractor shall identify each material by the manufacturer's catalog number and general classification.
- (3) **Single Source Responsibility:** The Contractor shall provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- (4) **Material Quality:** The Contractor shall provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification are not acceptable.
- (5) **Material Delivery:** The Contractor shall deliver materials to the job site in manufacturer's original, unopened packages and the containers shall bear the manufacturer's name and label with trade name and manufacturer's instructions.
- (6) **Material Storage:** The Contractor shall store materials not in use in tightly covered containers in a well ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). The Contractor shall protect materials from freezing and keep storage area neat and orderly. Contractor shall remove oily rags and waste daily.
- (7) **Project Conditions:** The Contractor shall not apply paint when the relative humidity exceeds 85 percent, or at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. The Contractor shall apply paint only in temperatures that comply with the manufacturer's specifications.
- (8) **Preliminary Examination:** The Contractor shall examine substrates and conditions under which painting will be performed for compliance with requirements and shall not begin application until unsatisfactory conditions have been corrected.
- (9) **Preparation:**

- (a) The Contractor shall remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping, prior to surface preparation and painting. (Taping includes windows, door jams, etc.)
- (b) The Contractor shall clean and prepare surfaces to be painted following the manufacturer's instructions before applying paint or surface treatments. This preparation includes removal of oil, dust, loose surface rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, the Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as peeling, chipping, etc. All surfaces must be clean and dry. The Contractor shall schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.
- (c) The Contractor shall notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical covers with new covers after painting.
- (10) Materials Preparation: The Contractor shall mix and prepare paint following the manufacturer's directions.
- (11) Application: The Contractor shall apply paint following the manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
- (a) Unless otherwise specified, the Contractor shall use a high quality semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, door frames, and window frames. The Contractor shall use a flat or satin flat latex base paint (containing no lead or mercury) in the remainder of the unit. The color shall be consistent with the balance of the room, which will normally be an off-white. The Contractor shall provide samples of the color on sample of the type of material to be painted before actual paint date is scheduled.
- (b) The Contractor shall provide finish coats that are compatible with primers used.
- (c) The number of coats and film thickness required is the same regardless of application method. The Contractor shall not apply succeeding coats until previous coat has cured. The Contractor shall sand between applications where required to produce a smooth, even surface.
- (e) The Contractor shall apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.
- (12) Scheduling Painting: The Contractor shall apply the first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried.
- (13) Minimum Coating Thickness: The Contractor shall apply materials at the manufacturer's recommended spreading rate. The Contractor shall provide a total dry film thickness of the system as recommended by the manufacturer.

- (14) Prime Coats: Before application of finish coats, the Contractor shall apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and which has not been prime coated.
- (15) Brush Application: The Contractor shall brush-out and work brush coats into surfaces in an even film. The Contractor shall eliminate cloudiness, spotting, laps, brush marks, runs, sags, or other surface imperfections. The Contractor shall draw neat glass lines and color breaks.

The Contractor shall apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.

- (16) Mechanical Applications: The Contractor shall use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

Wherever spray application is used, the Contractor shall apply each coat to provide the equivalent hiding of brush-applied coats. The Contractor shall not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer.

- (17) Upon completion of painting, the Contractor shall clean the glass and paint-spattered surfaces. The Contractor shall remove spattered paint by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces.
- (18) The Contractor shall remove temporary protective wrappings after completion of painting operations.

b. Drywall/Plaster Repair

The Contractor shall patch defective drywall with a similar thickness and fire-rated drywall. Joints shall be taped in a manner so they are not readily visible. The patch shall be textured with a texture consistent with the rest of the surface being patched. The Contractor shall set and spackle all nail heads. The Contractor shall tape joints and cover them with a joint compound. The Contractor shall sand smooth spackled nail heads and tape joints and remove all dust prior to painting. The Contractor shall spackle interior grade compounds.

c. Texture Only - Walls

Occasionally, the Government may require a wall to be textured that has not previously been textured. The Contractor shall prepare the wall by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply a texture type material. If any other walls within that room are textured, the texture material shall closely match the texture of any other existing textured walls in that room. The Contractor shall not be required to do less than one room on any individual task order where directed by FM and if needed.

d. Texture Only - Ceiling

Occasionally the Government may require a ceiling to be textured that has not previously been textured. The Contractor shall prepare the ceiling by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply an "Acoustic" type texture where directed by FM and if needed.

e. Remove Wall Covering

Upon assignment by task order, the Contractor shall remove the designated wall covering (wallpaper, cork, mirror, tile, etc.). After removing the wall covering, the Contractor shall clean and make ready for painting the area. The Contractor shall remove and properly dispose of the old wall covering where directed by FM and if needed.

f. Plaster

The Contractor shall repair any damaged interior plaster as directed by the COR. The plaster material shall be of a similar material that matches as closely as possible the existing plaster in texture and color.

g. Wood Work Re-Varnishing

1. The wood has already been varnished/re-varnished; The Contractor shall need to check its condition for cracks and nail head staining. All the old, discolored, chipped, or otherwise damaged varnish shall all first be removed by using a good quality wood stripper. Be sure to read and follow the manufacturer's instructions on the container in order to achieve the best results. If needed use any other appropriate method to remove the varnish.
2. All the cracks, damage and staining shall be repaired using an appropriately matching stainable resin compound.
3. All wood work shall be repaired in such a manner as to reduce any further damage from either water and weather conditions.
4. Clear sealant should be applied to any wood work gaps that may let water ingress into the frames. Sealant should also be applied between glass and wood work frames where necessary.
5. All the bare wood needs to be smoothed down with a very fine grade of sandpaper. When you sand the wood, make sure that you sand with the grain of the wood. Never sand against the grain because that will scratch the wood.
6. Ensure that all the wood work general shape is maintained. Do not sand in so that sharp corners become rounded. Use sanding blocks behind sand paper wherever possible to ensure a level/flat Prepared/finished wood work.
7. Seal the wood with the first coat and allow drying fully before applying further seal coat. Seal coat should be at least 50% varnish and the appropriate thinners. Apply at least two coats of sealing varnish.
8. Sanding with very fine sand paper between all coats to ensure a smooth finish for every subsequent coat. Before applying any coats and after sanding applied coats of varnish all wood work should be cleaned of all dust particles and contaminants.
9. Apply at least two finishing coats of Varnish to wood work sanding as above between each coat and cleaning appropriately.
10. The contractor shall; where needed remove any existing protective capping/brass/metal work from the wood work if it is needed for the appropriate repairs to take place.
11. Anything else not mentioned above but necessary to ensure a satisfactory completion of the work and in line with on site instructions received from FM.



**ATTACHMENT NO. 3**

**BREAKDOWN OF PRICE PROPOSAL**

**FORM DS-1165D**

