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SF 1442 cover sheet

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REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

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

_____	Total Price
_____	VAT
_____	Grand Total Price

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract as described in Attachment 3.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

N/A

D. INSPECTION AND ACCEPTANCE

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

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

D.1 Substantial Completion

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

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

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

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

## D.2 *Final Completion and Acceptance*

D.2.1 "*Final completion and acceptance*" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 *Final Inspection and Tests* - The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 *Final Acceptance* - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance)

## E - DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to:

- (a) commence work under this contract within **2 weeks** after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than **5 weeks after receipt of NTP.**

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

### 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **€ 350** for each calendar day of delay until the work is completed or accepted.

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

### CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

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

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

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

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

contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

*Notice Of Delay* - If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

#### *Notice to Proceed*

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

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

*Working Hours* - All work shall be performed during **8:00 – 17:00**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

#### *Preconstruction Conference*

A preconstruction conference will be held 10 days after contract award at **US Embassy Bratislava, Hviezdoslavovo nam 4**, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

*Deliverables* - The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to</u>
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies 1		10 days after award	COR
Section F. Payment Request	1	last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D Request for Final Acceptance	1	5 days before inspection	COR

## F ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is *Eduard Zalepa, GSO Specialist*.

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

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

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Contractor shall sent invoices to following address:

**US Embassy B&F**  
**Hviezdoslavovo nam 4**  
**811 02 Bratislava**  
*Slovakia*

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

## G. SPECIAL REQUIREMENTS

G.1.0 Performance/Payment Protection - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price. The contract shall provide a ***bank guarantee letter as proposed in Attachment 1.***

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

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in US Dollars:

Per Occurrence	\$ 350,000.00
Cumulative	\$ 500,000.00

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

Per Occurrence	\$ 350,000.00
Cumulative	\$ 500,000.00

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or

customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from 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 therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

### G.3.0 Document Descriptions

G.3.1 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

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

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

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

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

G.4.0 Laws and Regulations - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the

lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 Construction Personnel - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 10 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on

site.

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

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

#### G.7.0 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

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

#### G.9.0 Zoning Approvals and Permits

The Government shall be responsible for:

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

- for obtaining and paying for the initial building permits.

## H. CLAUSES

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

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

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

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

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

<u>Clause</u>	<u>Title and Date</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (FEB 2012)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-10	Notice of Buy American Act/Balance of Payments Program— Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (SEP 2009)

52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-9	Use & Charges (AUG 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

#### DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

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

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

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

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;

(ii) Work at heights above two (2) meters;

(iii) Trenching or other excavation greater than one (1) meter in depth;

(iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

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

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

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

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

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

#### 652.243-70 NOTICES (AUG 1999)

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

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

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

## I. LIST OF ATTACHMENTS

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

## J. QUOTATION INFORMATION

### A. QUALIFICATIONS OF OFFERORS

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

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

### B. SUBMISSION OF QUOTATIONS

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

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
I	Standard Form 1442 including a completed Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS.	_____
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	_____

Submit the complete quotation to the address indicated on Standard Form 18, if mailed, or the address set forth below, if hand delivered.

\_\_\_\_\_  
\_\_\_\_\_

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

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

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

Proposed Work Information - Provide the following:

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

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

**C. 52.236-27 SITE VISIT (FEB 1995)**

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) A site visit has been scheduled for **September 7, 2012 at 10:00 am**
- (c) Participants will meet at ***US Embassy Bratislava, Hviezdoslavovo nam. 4.***

**D. MAGNITUDE OF CONSTRUCTION PROJECT**

It is anticipated that the range in price of this contract will be:  
**US\$ 25,000.00 – US\$ 100,000.**

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

**F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)  
52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004),  
which is incorporated by reference into this solicitation.

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
  - (2) Individuals hired in the United States or its possessions, regardless of citizenship;  
and
  - (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.
- (b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:

Construction @ \$4.95 per \$100 of compensation.

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

## **K. EVALUATION CRITERIA**

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

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

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

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

(e) Type of Organization.

- Sole Proprietorship;
- Partnership;
- Corporate Entity (not tax exempt);

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

(f) Common Parent.

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

Name \_\_\_\_\_  
 TIN \_\_\_\_\_

(End of provision)

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

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

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

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

The offeror should be prepared to provide the following information:

- Company legal business name.
- Tradestyle, doing business, or other name by which your entity is commonly recognized.
- Company physical street address, city, state and Zip Code.
- Company mailing address, city, state and Zip Code (if separate from physical)
- Company telephone number
- Date the company was started.
- Number of employees at your location.

- Chief executive officer/key manager.
- Line of business (industry)
- Company Headquarters name and address (reporting relationship within your entity).

**L.3 52.204-8 Annual Representations and Certifications. (Feb 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220 for Construction Management, commercial and institutional building or Warehouse construction; 237310 for Construction Management, highway road, street or bridge; 237990 for Construction Management, outdoor recreation facility; 236118 for Construction Management, residential remodeling; 237110 for Construction Management, water and sewage line and related structures.

(2) The small business size standard is \$28.5 million.

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

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

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

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

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

\_\_\_ (A) Basic.

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

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

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

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

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

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

\_\_\_ (A) Basic.

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

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

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

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

#### **L.4. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)**

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

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

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

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

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

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

**L.5 AUTHORIZED CONTRACT ADMINISTRATOR**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**L.6 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)**

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

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

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

Workers' compensation laws exist that will cover local nationals and third country nationals.

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

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

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

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

(a) *Definitions.*

“Person”—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

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

“Sensitive technology”—

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

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

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

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

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

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

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

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

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

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

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

ATTACHMENT #1

SAMPLE LETTER OF BANK GUARANTY

Place [     ]
Date [     ]

Contracting Officer
U.S. Embassy, [Post name]
[Mailing Address]

Letter of Guaranty No. \_\_\_\_\_

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [Name]
Address: \_\_\_\_\_ Location: \_\_\_\_\_
Representative(s): \_\_\_\_\_ State of Inc.: \_\_\_\_\_
\_\_\_\_\_ Corporate Seal:
\_\_\_\_\_

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

ATTACHMENT #2  
UNITED STATES DEPARTMENT OF STATE  
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1)DIVISION/DESCRIPTION (2)LABOR (3)MATERIALS (4)OVERHEAD  
(5)PROFIT (6)TOTAL

---

1. General Requirements

2. Site Work

---

3. Concrete

4. Masonry

---

5. Metals

6. Wood and Plastic

---

7. Thermal and Moisture

8. Doors and Windows

---

9. Finishes

10. Specialties

---

11. Equipment

12. Furnishings

---

13. Special Construction

14. Conveying Systems

---

15. Mechanical

16. Electrical

---

TOTAL: *EUR*

VAT:

PROPOSAL PRICE TOTAL:

---

*Offeror:*

*Date*

## ATTACHMENT #3

### U.S. DEPARTMENT OF STATE STATEMENT OF WORK

**DATE:** August 23, 2012  
**PROJECT:** Chancery-Annex, relocation security door, Bratislava  
**SERVICES:** Construction work

#### GENERAL REMARKS

##### General preliminary comments

##### 1. Scope of work

This tender specification covers the relocation of a security door including the erection of a 5 minute FE wall located in the Annex of the Chancery Bratislava, which is rented by the U.S. Government. The work consists of, but is not limited to, the following:

- *Dismantling of the existing security door including the electrical and control wiring*
- *Reassembling the installing the security door in a new location*
- *Erecting a new 5 minute FE wall around the stair case*
- Final clean-up

##### 2. Sequence of Applicability

Contract documents apply in the following sequence:

- Written order (purchase order or contract)
- Text of the Tender Specifications (General remarks and technical comments before specifications)
- Project drawings, Technical specifications and Project time-schedule

##### 3. Validity of the standards

For this project the special technical SLOVAK STANDARDS are applicable in the version stated at the time of awarding the contract. US codes and standards shall apply to construction if specially named in the item specification or if the guidelines are requiring a higher grade of quality.

##### 4. Reservations – Modifications – Alternatives

Insofar as the bidder wishes to present reservations, modifications or alternatives to the performance specification, these are to be enclosed in an accompanying letter to the quotation.

The new final sum must be immediately evident on opening the enclosed letter.

For similar type plant parts, for which brand and type are optional, uniform brands are to be offered in order to simplify the storage of spare parts and maintenance.

##### 5. Execution periods

For completion of the work given to the contractor, the agreed execution periods apply.

If, for reasons which the contractor has to justify- deadlines are postponed then a new schedule is to be drawn up. After their announcement these new periods acquire the same legal effectiveness as the originally agreed deadlines.

Beginning of Execution: 2 weeks after NTP  
Finishing of Execution: 3 weeks after starting the execution

## **6. Basics of contract**

In the event of being appointed to do the work, the legal contract provisions of the U.S. Government apply.

In detail these provisions can be seen or requested at the Procurement / Contracting Office of the U.S. Embassy.

For the technical regulations of this tender the German Version is valid in due consideration of the severability clause.

Any supply requirements of the bidder himself are not recognized for the fulfillment of this contract.

## **7. Compensation, Liquidated damages**

If the agreed deadlines are not met, the client is entitled to enforce compensation claims ("Liquidated Damages") in accordance with the legal contractual requirements.

## **8. Warranty, Defects**

The contractor is liable for perfect execution of the normal presupposed and contractually necessitated work as well as for the perfect quality of all constructional substances and materials which are used by him. If materials are provided by the client, the contractor has to check them for suitability.

The warranty period is 5 years and begins with the day of final acceptance of work by the Site Manager. Faults which arise – as well as any consequential damages due to faults need to be corrected immediately, at the latest, 14 days after request. If danger is imminent, the fault correction is to be carried out immediately.

If such a request is not complied with, the client is entitled to have these faults corrected by a third party at the cost and risk of the contractor.

## **9. Bonds**

For orders with a contractual Total of EUR 70,000.00 (excl. VAT) or above, a bond in the amount of 20% of the contractual total is to be deposited by the contractor in form of an abstract bank guarantee letter of a recognized local or foreign banking institute.

## **10. Payment**

The entire work is to be invoiced for by means of a final invoice after completion of the work and fault-free acceptance.

The Contractor shall provide invoices as the work progresses based on the percentage of work completed to date. If it is determined that the amount billed is incorrect, the principal will request the Contractor to submit a revised invoice.

The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any.

The final invoice should also have the Contractor's Release of Claims Certificate Form, Warranties and any additional final submittals.

The payment conditions apply in priority as in the written order.

## **11. Performance of work**

By signing the offer, the contractor confirms that he has all the required materials, manpower, devices and equipment – as well as the required knowledge and skills-, in order to be able to carry out the stipulated work expertly and on schedule.

The usage of manpower and machinery has to be adapted to the particular requirements of the construction progress.

The contractor will be responsible for site cleanup daily. Work schedules shall be arranged in order to not interfere with normal Embassy operations. Any delays or stoppage in work as requested by the Embassy will not result in additional costs to the Embassy. All contractor employees will follow the rules,

regulations and requirements of the Embassy. The contractor assumes all liabilities associated with this work. The contractor is responsible for verifying all details, measurements and quantities necessary for this work and shall be responsible for unforeseen circumstances and costs resulting from any inaccuracies. All aspects of this work will meet the international, Slovak and US building code standards and or requirements.

#### **12. Collaboration of several contractors**

Each contractor is obliged to seek coordination and agreement with the other contractors working on the construction site.

#### **13. Duty of checking on-site conditions**

The contractor has to check on-site conditions and advanced work from other contractors in regard of scheduled completion and quality and in case of problems has to inform the client timely. Before starting production or the work, on-site measurements have to be taken in advance.

#### **14. Law, Contract disputes**

For the fulfilling of this contract, U.S. law applies.

Contract disputes will be dealt with in accordance with the U.S. "Contract Disputes Act of 1987, as amended (U.S.C. 601-613)".

#### **15. Partial allocation**

It is possible that various tendered sub-tasks are, at the decision of the client, not executed. The contractor cannot make any additional demands, whatsoever from this and has to complete the remaining work at the unit prices which apply, based on the tender.

#### **16. Passing on of the contract – Subcontractors**

The passing on of the complete contract is not permitted:

The transfer of parts of the contract to subcontractors is permitted, insofar as this is common in the branch and the consent of the ordering party has in all cases been obtained beforehand.

In all cases, the purchaser remains solely responsibly towards the ordering party and is liable for his subcontractors.

#### **17. Building site inspection**

Before formulating the quotation, the bidder must obtain adequate information about the condition of the building site, the access and storage possibilities as well as other local peculiarities.

#### **18. Security / Safety Regulations**

Reference is made to the special security regulations for work to be done in buildings of the Embassy of the United States of America.

Personnel, intended for employment in the work are to be subjected to a security check by the Embassy's Security Department. For this, it is necessary to send in the appropriate forms with the personal details two weeks before the start of the work at the latest. The client reserves the right to reject personnel of the contractor without giving reasons and without any rights accruing to the contractor from this.

As work performance will take place in classified areas of the Embassy, special requirements concerning material checks and behavior on site (e.g. escort) will be taken.

The contractor must comply with all Slovakian and US Embassy safety rules and regulations. All necessary safety procedures will be incorporated in this project and associated work. Personnel must use safety equipment at all times. Failure to comply with this requirement will stop work.

#### **19. Secrecy**

The contractor commits himself to keep information which he receives in connection with the carrying out of the project and will commit his employees, subcontractors and people employed in performance of his obligations, to handle all information's which come to them as strictly confidential.

The client retains the right to legal action and claims for compensation in the event of a breach of this condition of contract.

## **20. Escorting of personnel by the client**

The client continuously escorts the personal of the contractor. Work groups which work under the attendance of a security escort of the U.S. Embassy can only move freely in the work area in this respect as at all times there must be an overview over the entire work group.

Security instructions of the supervisory personal must be obeyed immediately.

The number of workers which can work at one time on the project is dependent on the number of supervisory agents and laid down by the client.

Difficulties as a consequence of these security regulations are to be calculated into the unit prices. Except for work interruptions ordered by the client, additional demands due to hindrances are excluded.

## **TECHNICAL COMMENTS MASONRY WORK**

### **TECHNICAL COMMENTS**

#### **1. Standards, laws and regulations**

Under this contract, the contractor assumes full and unlimited responsibility both for the right choice and processing of best possible, defect-free materials and for proper and professional workmanship.

The services shall be performed in compliance with all relevant Slovakian Standards, laws and regulations (e.g. health and safety at work acts, Occupational Health and Safety Regulation for Construction Workers etc.), regulatory requirements, laws and circulars, the guidelines, descriptions, processing instructions and data sheets of the plants and the recognized trade and technical rules, as amended. US codes and standards shall apply to construction if specially named in the item specification or if the guidelines are requiring a higher grade of quality.

In particular named:

EN 771 Specification for masonry

EN 1992 Design of concrete structures

EN 15037 Precast concrete products - Beam-and-block floor systems

EN 12859 Gypsum blocks - Definitions, requirements and test methods

EN 385, Finger jointed structural timber - Performance requirements and minimum production requirements

EN 386, Glued laminated timber - Performance requirements and minimum production requirements

EN 14081-1, Timber structures - Strength graded structural timber with rectangular cross section - Part 1: General requirements

EN 14081-2, Timber structures - Strength graded structural timber with rectangular cross section - Part 2: Machine grading; additional requirements for initial type testing

EN 14081-3, Timber structures - Strength graded structural timber with rectangular cross section - Part 3: Machine grading; additional requirements for factory production control

EN 312, Particleboards - Specifications

EN 622-1, Fibreboards - Specifications - Part 1: General requirements

EN 622-2, Fibreboards - Specifications - Part 2: Requirements for hardboards

EN 622-3, Fibreboards - Specifications - Part 3: Requirements for medium boards

EN 622-4, Fibreboards - Specifications - Part 4: Requirements for softboards

EN 622-5, Fibreboards - Specifications - Part 5: Requirements for dry process boards (MDF)

In accordance to this scope of work, Contractor shall furnish all labor, materials, supervision, equipment, insurance, taxes, overhead and all things and services necessary to complete the work required.

The execution to be performed includes all services, even if they are no longer expressly mentioned in the specifications or plans, i.e. they also include substructures, anchor materials, etc. as well as all related ancillary services. All parts must be offset and adjusted in absolutely correct position.

All components shall be supplied and mounted in the highest quality possible and in accordance with the latest technological advances.

Effective corrosion protection of all components must be ensured. The relevant legislation applies to painting.

## **2. Safety on site:**

The contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.

Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

## **3. Construction Waste Disposal/Separation**

The Contractor shall provide for the disposal / separation of construction waste and prove such disposal or separation pursuant to the:

- Waste Management Act (WMA),
- Construction Waste Separation Ordinance,
- Ordinance on Waste Evidence,
- Hazardous Waste Ordinance,
- Hazardous Waste Determination Ordinance,
- and pursuant to all other applicable legal provisions, as amended.

The Contractor shall hand over the filled out and duly signed construction waste evidence forms to the principal not later than upon the delivery of its services.

All costs arising from the services referred to above will not be paid separately, but included in the unit prices.

The principal reserves the right to refuse recognition of contractor's final invoice if he has failed to provide evidence for the due separation of construction waste

## **4. Quality Requirements**

A optically acceptable appropriate design matching the craft tradition needs to be ensured.

If the tender document issued by the purchaser provides examples of products, the tenderer shall prove, upon request by means of certificates issued by an accredited inspection or supervision body, the equal quality of offered equivalent products if the purchaser has doubts in that respect. If the tenderer fails to prove the equal quality of these products, the products named by the purchaser in the tender document shall be used at the tender price. If the offered products require plan amendments and/or calculations existing at the time of the award, the Customer may insist on the execution of the products indicated by way of example. The Customer may make it a condition of its consent that the Contractor bears the costs of the plan amendments.

The structure, function, formal design, technical data, economic viability and low maintenance costs shall be used as criteria for assessing the equal quality of the products offered.

All work is to be done in a professional, craftsman-like manner and in accordance with all applicable codes and standards for all material and equipment used. All materials and methods are to be proper for intended use as outlined by the specifications, drawings and the scope of work.

Unless otherwise specifically provided for this scope of work, all equipment materials and articles incorporated into the project shall be new and of the most suitable grade for the purpose intended.

Full-time on-site supervision shall be provided during all phases of the work. The supervisor shall have full authority to act on behalf of the Contractor and shall be responsible for coordinating the work performed.

If conditions are discovered or created that would be detrimental to the specified work, Contractor shall immediately notify COR of such conditions for determination of treatment.

Contractor shall field verify all dimensions and site conditions. Layout and coordination of installed material(s) is the responsibility of the Contractor. Contractor is responsible for the security of his or her materials, tools, equipment, personal items, and etc. while at the work site.

Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

A Project Site Manager, who is responsible for the overall management of the project and needs to be approved by the COR, shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.

All documentation produced for this project will become the ownership of the U. S. Embassy at the completion of this project.

Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the cost and schedule of the project. The QCS and PSP are intended to document the entire project from beginning to end.

***Develop and submit a Bill of Materials [BOM] and product data of all materials to be used in the project. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. This document will be used by the Embassy and OBO to approve all equipment and materials.***

All materials and equipment incorporated into the project shall be new unless noted otherwise. Contractor shall transport and safeguard all materials and equipment required for construction. Obtain primary roofing products and flashings, from a single manufacturer which has successfully produced these materials for ten years.

Contractor will be permitted to use the area within the compound for operation of his construction equipment and temporary facilities. Contractor is responsible for obtaining any additional off compound storage areas required especially for the demolished material.

Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.

Contractor shall be responsible for connection of temporary utilities to existing utilities including water, power, and telephone lines. All temporary connections to local water, power, and telephone lines shall be coordinated with the Embassy.

### **5. Duties of Inspection and Warning**

Contractor shall review the specifications and the enclosed drawings and other planning documents and inform the Customer in writing about any defects identified and about its concerns about the provided type of execution and the services not included in the specifications as can be expected from its know-how when applying due diligence.

### **6. Permits, Opinions**

The Contractor shall obtain in due time the official permits required for the execution of its works at no charge to the principal (e.g. digging permit, permit for protection of public areas, access to and storage of materials, building permits, structural analyses, noise protection opinions etc.). The Contractor shall furthermore obtain the consent of neighbors for works affecting their rights. The costs arising in this connection will not be paid separately, but must be included in the offered prices.

### **Contract period (fixed prices):**

The prices are fixed prices.

### **7. Payment:**

The Contractor shall provide invoices as the work progresses based on the percentage of work completed to date. The CO will determine if the invoice is complete and proper as submitted. The CO also will determine if billed services have been satisfactorily performed. If it is determined that the amount billed is incorrect, the CO will within seven days, request the Contractor to submit a revised invoice.

The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any.

The final invoice should also have the Contractor's Release of Claims Certificate Form, Warranties and any additional final submittals.

### **8. Obligation for coordination:**

Repairs exceeding disturbance removals or periodical, brief service, need to be announced to the principal timely before beginning the repair work, information including the shutdown of the device and the prospective work time.

For the services, an obliging foresight on an annual service calendar stating the week when the work will be done has to be handed to the principal.

### **9. Accessibility of buildings:**

Special consideration has to be taken due to the restricted access of the objects as a representative of the Embassy has to be present for access. Points of contact need to be assignment on both sides, changes have to be brought to each other's knowledge in a verifiable manner.

### **10. Shop Drawings:**

The execution has to be based on shop drawings made by the Contractor and being approved by the COR. All necessary structural calculations, connections, anchors, dimensions, are to be based on the operational demands and the design and details of the drawings need to incorporate plans being checked by the contractor or on site investigations. The results and agreements made by the contractor are to be documented.

As the basis for all designs which are based on site measurements the Contractor has to ensure that dimensions are correct and adjust shop plans accordingly. Promptly after being awarded the Contractor needs to perform the necessary drawings and submit them for approval to the COR. Execution can only take place after the approval. Even when the shop drawings are approved the Contractor stays liable for his workmanship.

### **11. Structural requirements:**

All structural components are to be dimensioned matching the structural requirements. Listed dimensions are only information's to the bidder. The design of anchoring and supporting structure must be in such a manner that all loads can be transmitted properly to the building structure.

### **12. Compatibility of materials:**

The Contractor has (including certificates and testing) to detect and guarantee the compatibility, also the chemical one, of used materials amongst each other, so that any damage or loss of quality is reliably avoided. In particular, the compatibility of insulation material and adhesive to be used with any other materials needs to be assured.

All the materials to be used must be resistant to all known local pollutant emissions and their solvents or water emulsion.

### **13. Pricing:**

The bidders price is for the complete, proper, appropriate and professional, ready-to use workmanship, including all material, even if not specifically mentioned and beyond basics, manpower and associated services, in particular the following:

- All machinery, tools and equipment, scaffolding, lifting gear, cranes, safeguarding and protection measure
- All packaging, transportation, storage and manipulation, disposal
- Difficulties which arise from the proximity to buildings or parts of buildings or safety measurements
- Leveling and compacting of all bases to the intended level or the inclination planed
- Site safety installations, which shall be made in a manner that the protection of third parties is guaranteed
- Difficulties or additional expenses for e.g. arches and curved designs and added expenses for snow and ice, height, danger and other surcharges.
- Working in bounded areas as well as blending, sealing- fastening- materials and weather-resistant design of all parts and details.
- Junctions and all measures to protect against the weather conditions of all work in progress.
- All taking measurements, constructing details and other services and transferring them to the plans for the execution.
- Protection of already built elements from dirt and damage until acceptance.
- The establishment, maintenance, opening and closing and dismantling of transport routes and openings, working areas, etc. acc. to requirement, including all backup and protection measures.
- Applying to adjacent components of any kind
- The compensation of unevenness within tolerances of previous work and all adjacent components.
- All connection and adapting work to adjacent components, regardless of the execution time inclusive all waste and materials consumption.
- All measures in order to avoid any disruption of neighbors

**DETAILED SCOPE OF WORK:**

**Notice on special circumstances of the services to be included into the unit price:**

Because of the special security measurements in the work areas you have to consider an increased need for coordination with various agencies of the Embassy, as well as stand-still periods and delays during installation.

The Contractor has to remove all packaging materials, debris and other wastes originating from his work on a daily basis. If failing to do so, the removal will be performed by the principal and the costs deducted from the final invoice.

**1) Site installation / overheads**

Site overheads are offered in accordance with standards and regulations and include all overhead costs, the cost of the site installation, safety and health issues and all other measures for the contractors own performance (including additional social facilities and measures for the safety and health of their employees).

The upkeep also includes all tests, maintenance, and eventual supplies as well as the required cleaning.

**1.01 Site installation**

Site preparations for the scope of the contractor work including all equipment, machinery, tools and alike, installing them and bringing them into operation including required relocation and clearing the site, including dismantling and removing the entire site equipment

Included are also all regulatory approvals and additional costs for security testing (previous delivery of the windows, several steps of transportation within the site) as well as stand-still periods and delays during installation.

Unit price. . . . . 1 PA . . . . .

**1.02 Dust walls**

Erection of dense dust barriers (including lockable wooden doors if necessary) with frame, bearing structure made of wood, including full, rough formwork and coverage with reinforced polyethylene foil and enclosing all assembly and mounting equipment.

Protection covers:

Provision of cover and surfaces of all kinds and levels such as natural and artificial stone surfaces, tiles, cladding, wooden flooring etc., existing or newly laid, containing also the following services:

- Cleaning of surfaces and vacuum
- Full-surface application of new, soft fiberboard, 1 cm thick, just cut and laid close,
- Covered with reinforced polyethylene foil with 20 cm overlap
- Protective covering made of chipboard close boarded, clean, ca. 2 cm thick, cut and tightly joined.

Unit price. . . . . 1 PA . . . . .

**2) Disassembling and demolition**

Following regulations shall apply to all services of this group if not specified differently.

Demolishing, chipping:

The expressions "Demolishing and chipping" means, that the contractor does not expected reuse of the material.

Triggering, disassembly:

The expressions "Triggering and disassembly" mean a careful dismantling or removing for reuse.

Recycling or disposal:

Construction waste will be usually recycled. If, due to economic or technical reasons, this is not possible, construction waste will be disposed meeting the requirements.

Transportation:

The transport takes place in consideration of any necessary permits and regulations.

Assignment of construction waste to landfill classes:

Asphalt demolition, concrete demolition, mineral construction waste have to comply with the limits for demolition and construction waste. Plastic, metal, wood and construction waste shall comply with the limits for landfill.

Separation:

Will the specified thresholds in accordance with regulation on the separation of waste materials during construction (construction waste regulations) be overstepped the demolition termination needs to take place with reference to the separation into groups of substances.

Contamination, hazardous waste:

In an unexpected encountering of hazardous waste, the contractor needs to inform the principal and a special arrangement concerning this issue will be set up.

Temporary storage:

Temporary storage means storage within the site area. It includes the transport to the area and all measurements for proper storage. The space for temporary storage shall be determined in consultation with the principal.

Full scope / included services:

The following services are included into the unit prices:

- Scaffoldings up to 5 m height
- The labeling and careful storage of dismantled components
- A possible crushing for the transport
- The demolition of components under special consideration of the remaining parts of the subsurface.
- A possible interim storage area on site
- Measurements to fulfill official notices concerning noise protection, dust protection (will be explored by the contractor before making an offer)
- The use of containers (reverse logistics)
- The rehabilitation of areas used for temporary storage of demolition or excavation by the contractor after completion of construction
- All fees and charges (e.g. waste disposal charge)
- The disposal of construction waste / waste material during the demolition or triggering of components.

Measuring and accounting:

Demolition, chipping, mortising is always for solid, not loose state (measure the components prior to their demolition).

### **2.01 Disassembling of the existing security door (location A)**

The scope includes the careful disassembling of the existing security door including the door case and storing it safely until reuse. It includes the removal of the special safety bolting and the any sub-frames, frames, supporting structures and cover panels. Furthermore, the dismantling of the existing security hardware like code locking system and wiring etc. in a manner that reusable parts can be used again is included in the unit price.

Dimension: 85 x 200 cm

The exact extent or the elimination of the door parts (including sub-frames, frames, and cover panels at the parapet) will be determined together with the principal before starting work. The time of demolition

has to be coordinated with the principle, having to start the work repeating and carrying it out stepwise is part of the service.

Unit price. . . . . 1 PA . . . . .

**2.02 Demolition and disposal of the hardened boarding wall**

The scope includes the demolition of the hardened boarding wall around the security door up to the bearing ceiling. It includes the removal of the special ceiling and wall connections and all wiring ducts fastened on or installed within the wall construction. After demolition the wall and ceiling sockets need to be cleaned from any remains and be plastered and painted the same way as the close wall. Furthermore the dethatched ceiling and floor needs to be supplemented in a manner blending into the existing surrounding.

Dimension: height 400 cm, width 120 cm, thickness 15 cm

All necessary bracing, supports, safeguarding and scaffolding, and all required and legally established safety measures, extra manual work, demolition work in closed areas, sections, etc. with high caution and care and all usually arising difficulties when performing such work, interim transport of all demolition materials on the street and final disposal at a dumping site is to be included. If removal is done by using containers, this is also part of the price.

The demolition material becomes the property of the contractor over.

Unit price. . . . . 1 PA . . . . .

**2.03 Demolition and disposal of dry wall**

The scope includes the demolition of the drywall at the staircase for preparing the erection of a 5 minute FE wall. The work needs to be performed in a manner that the outside layer of gypsum boards remains untouched in order to keep the effects to the existing rooms at a minimum. After demolition the wall and ceiling sockets need to be cleaned from any remains.

height 400 cm

All necessary bracing, supports, safeguarding and scaffolding, and all required and legally established safety measures, extra manual work, demolition work in closed areas, sections, etc. with high caution and care and all usually arising difficulties when performing such work, interim transport of all demolition materials on the street and final disposal at a dumping site is to be included. If removal is done by using containers, this is also part of the price.

The demolition material becomes the property of the contractor over.

Unit price. . . . . 35 M2 . . . . .

**3) Re-Installation of the security door**

The installation work is performed considering the condition and needs of the surrounding wall structure. All installation needs to be carried out in a manner that the interference noise and heat insulation is not damaging to existing components.

If parts have been damaged during disassembling it is the contractor's responsibility to replace them with parts of at least same quality on his own costs.

Standard door version:

The security door element is self-closing, and consists of:

- Sub frame structure made of steel beams to secure the door frame to the bearing components
- Profile door case from sheet steel, deposition galvanized, revolving cross sill, curing treated surface, which needs to be fastened by security bolting to the frame construction or direct to the bearing structural components.
- A door panel, double shell, from sheet steel, deposition galvanized, with 2-sided rebate, curing treated surface,
- Sealing groove or gasket
- Security lock
- Lever set made of steel
- 4 hinges (spring and height adjustable construction hinges)

Included services:

Installing the door elements is based on the manufacturer's installation instructions or application guidelines. Only the system related components and materials are used, being tested according to standards.

Scaffolding for a max. working height of 4 m is included and so are the costs for all various difficulties which usually can be expected when performing such work as well as the re-assembly or manufacture of sub-frame structures and spacers for the secure installation of the frames and the secure bolting. All coverings, and the proper protection of components, flooring, furniture, etc. with suitable material and removing and disposing of covering materials after usage are part of the unit price and not paid separately. Pollution or damage to components, furnishings, etc., made by the contractor during execution of their work should be and damaged or contaminated components are repaired on the contractors own costs without any delay.

The installation of the security door and the construction of the door-wall joints need to be carried out according to standards and the described requirements, all necessary measures such as the removal and reconstructing of plaster are included in the unit price and will not be reimbursed separately. The anchoring of the door and the sub frame to the structure are designed in a manner that loads are transmitted to the building and the movements which are usually expected or specified by the principal of the building e.g. deflections at large spans and measure changes in the components, can be absorbed constructively, without any added loads to the sub frame or door case.

### **3.01 Re-assembling of the security door (location C)**

The scope includes the re-assembling of the security door including the door case and sub-frame structures. It includes new safety bolting, re-installation of security hardware like code locking system without wiring.

Dimension: 85 x 200 cm

All the necessary mounting fasteners and bolts are corrosion resistant and included in the unit prices.

Unit price. . . . . 1 PA . . . . .

## **4) Masonry and Drywall**

Masonry:

Bearing walls:

Bearing walls are made only of suitable brick and stone material in accordance with standardization.

Included services:

Requirements:

All walls, wall panels and pillars are made of plaster and mortise capable material.

#### Scaffolding:

Scaffolding are designed for a max. working height of 5 m and include all costs for all difficulties usually arising when performing this type of work also taking inclines on the staircase into consideration.

Following benefits (in addition to the ancillary benefits of standardization) are part of the unit price:

- Horizontal cutting of brick and stone, if the proposed walls finished height cannot be achieved with matching brick or stone formats
- Execution of connections e.g. windows and doors with matching bricks or stones formats being made by the manufacturer
- Execution of corners or soffits with brick or stone formats that are produced by the manufacturer

#### Measurements and accounting rules:

Prices are irrespective of the actual total height.

Overall heights of vertical components (component heights) are measured separate for each floor starting at the contact patch until to the bottom of the soffit, freestanding walls up to the top of the wall.

#### Dry wall work

All installations need to be done in a manner that the interference noise and heat insulation at any existing components is not damaged.

#### Gypsum board:

Wallboard (see STANDARDS) and plasterboard (see guidelines of the producer) referred to as gypsum board (Gp).

#### Connectors:

The unit price includes a rigid connection of profiles with a sealing strip to existing walls, ceilings and floors.

#### Insulation:

Applying a 5 cm thick insulation made of mineral wool is part of the unit price. If for compliance with the required sound insulation value and / or a fire resistance a higher thicknesses is required then the thicker insulating layer is included in the unit price.

#### Panel thicknesses:

The plates with single planking are at least 12.5 mm thick. At double planking one layer must be at least of 12.5 mm thickness. Plates thickness below 9.5 mm are not to be used.

#### Fire Protection:

A design in fire resistance class EI 30 or EI 90 is specified in position keyword with F30 or F90.

The proof of the required fire resistance rating of the wall construction is provided by the contractor by a test report from an accredited testing or monitoring point.

#### Soundproofing:

Proof of the required sound insulation value of the wall construction is provided by the contractor by a test report from an accredited testing or monitoring point.

#### Surface:

Joints of board joints and fasteners are made in accordance with standardization or the processing guidelines of the producer. The unit price is including a surface without any special requirements.

#### Settlement of openings:

Cutouts in the plates including applying and finishing of the installation and all installation parts that are needed prior to the application of the cladding, are not charged separately if no substitutions in the construction are required.

#### Work interruptions:

Breaks from work for installation work such as electrical wiring after one side of planking is done are part of the price.

#### Metal stud wall construction:

The metal stud wall constructions are usually not supporting and not feasible. The proof of stability for the wall construction is provided by the contractor.

**4.01 Installation of a 5 Minute FE wall (marked red)**

5 Minute FE wall made of

- 12,5 mm Gypsum board F90 attached with 6x30 mm long drywall screws
- 2 layers of 18 mm plywood sheets, attached to CMU with 10-14x25 mm long lead tipped screws attached to the other plywood layer with 14x45 mm long flat head wood screws
- 1100x200x400 mm hollow CMU blocks using type S-mortar
- 18 mm plywood sheet, attached to CMU with 10-14x25 mm long lead tipped screws
- 12,5 mm Gypsum board attached with 6x30 mm long drywall screws

incl. expert execution of connections and joints for pipes, fittings and installation parts at floors and walls (L 75x75x6 mm steel angles each side fastened with 10 mm hex head LAG screws), removing and reinstalling the floor-covering and detached ceiling and moving light fittings if necessary

incl. top coating and painting

see attachemnt

Unit price. . . . .	38 M2 . . . . .
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**5) Time based / direct services**

Only attached time based services are acknowledged in this item. Time based services will be executed when they are agreed by the principal in each particular case, even if they are part of the contract. The work hours, used equipment, transportation and materials are recorded daily and need to be presented to the principal for signing.

Occupational groups:

The named employment groups correspond to the collective agreement provisions. The hourly rates include also proportional diem, travel expenses and allowances. Billed will be the actual worked time on site, the smallest unit being half hour.

Full scope / Included services:

The unit prices for materials are free on site, including unloading.

Amount and accounting rules:

Billed can be only the hourly wages of the employment group, which is sufficient for the work being performed, irrespective of the qualifications of the staff actually used.

**5.01 Skilled workers**

Time based service for skilled workers including usage of small machinery

Unit price. . . . .	5 Hours . . . . .
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**5.02 Unskilled workers**

Time based service for unskilled workers including usage of small machinery

Unit price. . . . .	5 Hours . . . . .
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**5.03 Material**

Provision of materials of all kinds

For the provision of material based on the cost price (list price), initially presumed in the amount of EUR 400 - a premium or discount of x% will be charged. As a unit price use the premium or discount as a factor. (eg 1.10 for 10% premium, 0.90 for 10% discount)

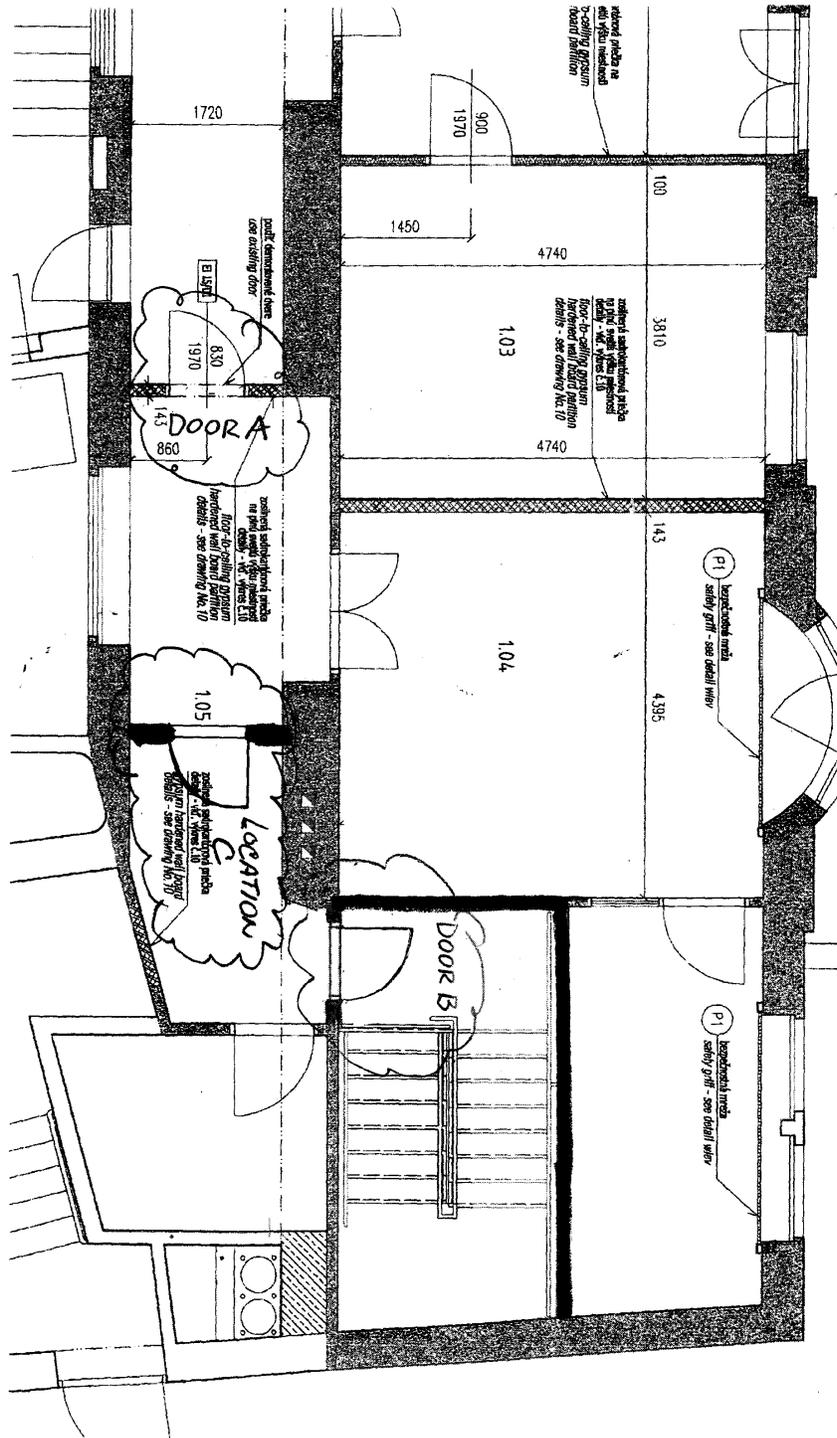
Unit price. ....	400 Units .....
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<b>TOTAL without tax</b>	.....
<b>20% Tax</b>	.....
<b>TOTAL including tax</b>	.....

Legally valid company signature:

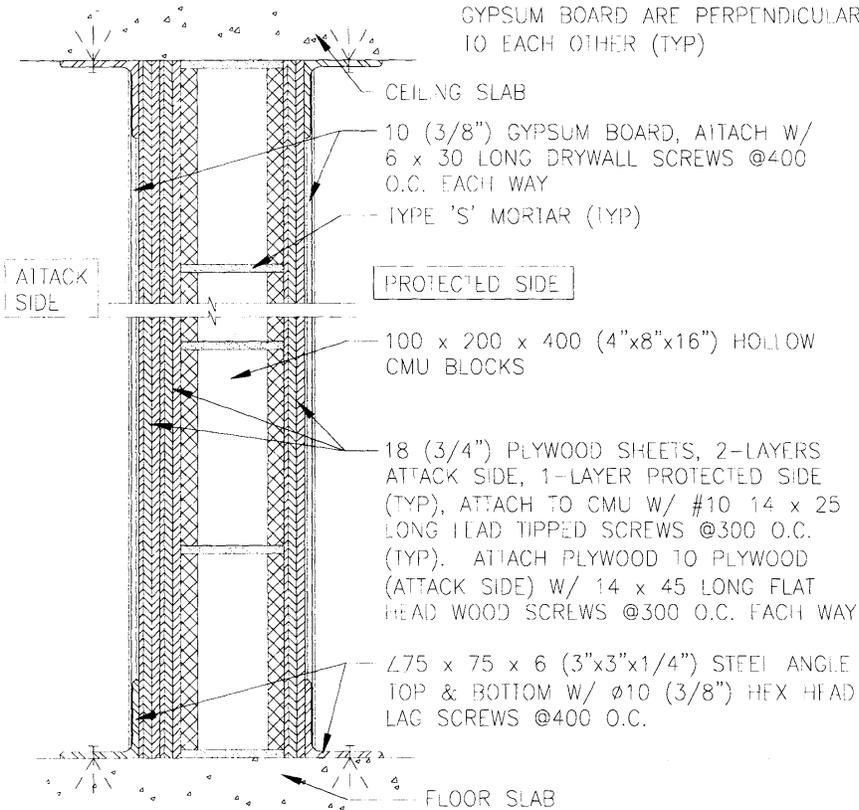
UNCLASSIFIED  
8/3/2012



**MATERIAL NOTES:**

1. STEEL ANGLES:  $f_y=250$  MPa (MIN)(36 KSI)
2. STRUCTURAL GRADE 20mm THICK PLYWOOD: CLASS - ABX,  $E=10$  MPa (1500 PSI),  $F_b=8273$  kPa (1200 PSI),  $F_v= 965$  kPa (140 PSI)
3. CONCRETE MASONRY UNIT:  $2000$  KG/M<sup>3</sup> (125 PCF)
4. ALL NUMBERS AND DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE

NOTE: SEAMS OF PLYWOOD AND GYPSUM BOARD ARE PERPENDICULAR TO EACH OTHER (TYP)



**1 SECTION - 5 MINUTE FE WALL**  
 SCALE: 1:5 NOTE: THIS WALL DESIGN IS USED WHERE 5-MINUTE FE PROTECTION IS REQUIRED

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**5 MINUTE FE WALL - 100mm CMU PLYWOOD (3 LAYERS) / GWB**  
**GPK-05N-DOS-06**  
**OBO/SEB Security Details**

DWG. TITLE: GPK-05N- DOS-06.dwg	
REV:	DATE:
REV:	DATE:
SCALE: 1:5	SHEET: 1 OF 1
DRAWN BY:	
DATE: January 2009	UNCLASSIFIED

**END OF STATEMENT OF WORK**