

February 19, 2016

P.O. Box 199
Mbabane, Swaziland

Dear Prospective Bidder:

SUBJECT: Request for Quotations Kent Rock Conversion

The Embassy of the United States of America invites you to submit a quotation for converting the Kent Rock Compound located in Sandla from an office compound and buildings to residential housing.

Pre-proposal meeting will be held at 09:30hrs on Thursday (March 03,2016) at PD Conference Room, US Embassy GSO Compound (Kent Rock). Please submit your quotation in a sealed envelope marked "Quotation Enclosed" to Ivan Murray on or before March 18, 2016.

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

SF-18
Section A
Additional information as required in Section I.

Please direct any questions regarding this solicitation to MbabaneProcurement@state.gov.

Sincerely,

Ivan D. Murray
Contracting Officer

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SECTION A - PRICING

A.1. The tasked Contractor shall perform all work necessary to produce a Scope of Work (SOW) identifying the electrical, mechanical, architectural and plumbing upgrades necessary for the conversion of the office buildings located on the Kent Rock office compound into residences together with a cost estimate for completing the suggested/recommended upgrades. Additionally, the Contractor shall produce a conceptual site plan of the entire property identifying all structures and open areas on the compound and their uses prior to and following the project upgrade.

This shall include, but is not limited to, any architectural design and analyses, construction cost estimates, renderings, and photographs described in the Statement of Work.

A.2. VALUE ADDED TAX

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

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

The Contractor shall deliver the following items:

Item No.	Quantity	Description	Price (Local Currency)
1	1	Proposed floor plans for the existing structures converting them into residences	
2	1	Comprehensive list of all necessary improvements to convert the four buildings into first-class residences	
3	1	Comprehensive list of all necessary improvements required to convert the site/compound back to a residential lot.	
4	1	Conceptual Site Plan of proposed conversion.	
5	1	Provide bar chart schedule to accomplish job	

SECTION B - STATEMENT OF WORK

B.1.0. GENERAL INFORMATION

Introduction. This project is to hire a professional architectural/engineering firm to determine the approximate cost and the required tasks required in order to convert the existing office buildings on the Kent Rock compound into residential housing; and to convert the existing grounds/site into a residential housing compound.

The architectural/engineering firm (A/E) shall design the project in accordance with the 2012 International Building Code (2012 IBC)

The A/E firm will perform the following tasks (see succeeding paragraphs for more details for each category listed below):

Prepare preliminary floor plans for each proposed residence depicting the uses for each area of the home and its gross square meters.

Prepare preliminary site plan showing the final layout of the Kent Rock compound after all construction/upgrades are completed.

Prepare a comprehensive list of all tasks needed to convert the office site and office buildings back to a residential housing compound.

Prepare a cost analysis of converting the office buildings into single family homes together with all on and off site improvements.

Prepare a conceptual drawing of the final layout.

B.2.0. PROJECT REQUIREMENTS

B.2.1. Description of Project

The Bureau of Overseas Buildings Operations (OBO) of the United States Department of State, United States Government (USG), which is responsible for all real estate matters for the Department of State, owns the 17,400 square meter Kent Rock compound where we would like to convert the existing office buildings into residences, and convert the site ~~back~~ to a residential property.

The following work shall be completed:

At least one of the residences should be designed to meet the standards of the American's with Disabilities Act (this Act can be located on the web at www.ada.gov):

There will be no servant quarters. All single family homes should have a fenced private yard.

Resident Parking

Provide off street parking at the rate of two (2) covered spaces per housing unit.

Visitor Parking

Provide off street parking at the rate of one (1) space per housing unit.

Payment

The Government shall make payment within 30 days of a valid invoice from the Contractor.

Ordering

The Government will not pay for work performed by the Contractor if the work was not ordered in writing by the USG.

All reports shall be delivered to:

Ivan Murray
U.S. Embassy
P.O. Box 199
Mbabane, Swaziland
MurrayID@State.gov

B.2.2. General Requirements

B.2.2.1. This project is a multidiscipline effort that requires preliminary architectural and engineering services. The Contractor shall provide designs that are cost-effective as to usable space and that provide maximum flexibility.

B.2.2.2. The contractor shall provide the plans and cost estimates electronically as .PDF and .DWG files. Drawings shall be segregated by building. Symbols used shall be accepted international industry standards and shall be shown in the legend. Lettering shall be of sufficient in size to be clearly read when drawings are reduced to half size.

B.3.0. SPECIAL REQUIREMENTS

B.3.1. Contracting Officer

The Contractor shall direct all communication regarding this contract, to the U.S. Government (USG) Contracting Officer Representative (COR) Herb Hundt, or the Contracting Officer (CO), Ivan Murray.

The Government will not pay for work performed by the Contractor if the work was not ordered in writing by the USG COR or CO.

B.4.0. EXISTING CONDITIONS:

The Kent Rock compound is currently being used for recreational purposes and office space. More than 15 years ago the buildings were converted from homes into office space.

B.5.0 DESIGN REQUIREMENTS

B.5.1. General Requirements

The requirements in this statement of work serve as direction to the Contractor in the development and delivery of a complete set of conceptual drawings.

The Contractor shall perform its services in accordance with professional standards of skill, care, and diligence adhered to by reputable, first-class firms performing services of the same or similar nature for facilities of

similar complexity. The Contractor's design shall conform to generally accepted engineering practices and the approved design criteria. The A/E firm shall design the project in accordance with the 2012 International Building Code (2012 IBC).

B.6.0 DELIVERABLES

The Contractor shall deliver the following submittals:

Preliminary subdivision plan/site plan for the residential development.
Proposed floor plans for the existing structures converting them into residences.

A comprehensive list of all necessary improvements to convert the four buildings into residences.

A comprehensive list of all necessary improvements to convert the site/compound to a residential lot.

A preliminary cost estimate.

The Contractor may be required to make oral presentations to the Government when notified.

SECTION C - PACKAGING AND MARKING

Packaging and marking shall follow commercial practice.

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

The Contractor shall ship drawing sets in rolls.

Electronic files should also be provided.

All delivery charges shall be prepaid by the Contractor.

The Contractor shall address all contract deliverables to:

Herb Hundt
Contracting Officer Representative (COR)
US Embassy Mbabane
P.O. Box 199
Central Bank Building
7th Floor
Mahlokohia Street
Mbabane, Swaziland

Any contractual issues should be addressed to:

Ivan Murray
Contracting Officer
US Embassy Mbabane
P.O. Box 199
Central Bank Building
7th Floor
Mahlokohia Street
Mbabane, Swaziland

SECTION D - INSPECTION AND ACCEPTANCE

D.1.0. INSPECTION

The Contractor shall maintain a system of quality assurance and quality controls to ensure their designs meet the requirements of this contract.

The Contractor should contact the COR if they have questions related to the U.S. government's expectations.

D.2.0. ACCEPTANCE

U.S. Government acceptance of deliverable items from the contractor shall be made by the COR.

SECTION E - DELIVERIES OR PERFORMANCE

E.1.0. PERIOD OF PERFORMANCE

The contractor shall complete all work required by this contract within a period of three (3) months (90 Calendar Days) from contract award date.

E.2.0. CONTRACTOR DELAYS

The Contractor is required to document any delays and submit justification to the Contracting Officer.

E.3.0. DELIVERABLES

E.3.1. The Contractor shall deliver their submittals paper deliverables to:

Attention: Herb Hundt
US Embassy Mbabane
P.O. Box 199
Central Bank Building
7th Floor
Mahlokohia Street
Mbabane, Swaziland

E.3.2. All delivery charges shall be prepaid by the Contractor.

SECTION F - CONTRACT ADMINISTRATION

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

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

(b) The COR for this contract is Herb Hundt, Embassy Facility Manager, at HundtHW@state.gov.

F.1.1. Duties

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

F.2.0. INVOICING AND PAYING INSTRUCTIONS

F.2.1. The Contractor shall send an invoice at the end of the contract performance period to the designated billing address indicated in this contract. The COR will determine whether the invoice is complete and proper as submitted. The COR will also determine whether billed services have been satisfactorily performed. If the amount billed is incorrect, the COR will, within seven days, ask the Contractor to submit a revised invoice.

F.2.2. The Contractor shall specifically identify its last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. If the Contractor has any questions regarding payment status, contact the COR.

Payments for deliverable items listed in Section A shall be made in accordance with FAR 52.232-1, "Payments."

The Contractor shall mail invoices to:

Box 199 (Attn: B&F)
7th Floor, Central Bank Building
Mahlokohla Street
Mbabane, Swaziland

SZInvoices@state.gov

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

SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0. SECURITY

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

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

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

WARNING

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

U.S. EMBASSY
P.O. Box 199
Central Bank Building
7th Floor
Mahlokohia Street
Mbabane, Swaziland

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

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

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

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

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

SECTION H- CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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52.202-1	DEFINITIONS (NOV 2013)
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52.203-3	GRATUITIES (APR 1984)
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52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
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52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
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52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
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52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
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52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2015)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 ENFORCING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

52.228-4 WORKERS' COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)

52.229-6 TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND MATERIALS LABOR-HOUR CONTRACTS (AUG 2012)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-1 PAYMENTS (AUG 1984)

52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)

- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILTY OF FUNDS (APR 1984)
- 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JULY 2013)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
- 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
- 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-1 CHANGES – FIXED PRICE (AUG 1987) *Alternate III (APR 1984)*
- 52.243-3 CHANGES – TIME-AND-MATERIAL OR LABOR-HOUR (SEPT 2000)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2015)
- 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)
- 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

52.249-14 EXCUSABLE DELAYS (APR 1984)

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

652.243-70 NOTICES (AUG 1999)

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

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 e-mail.

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

Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
(End of clause)

SECTION I - LIST OF ATTACHMENTS

N/A

SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

J.1.0. SUBMISSION OF QUOTATIONS

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

Summary of Instructions

Each quotation must consist of the following:

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

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

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

Complete pricing schedules as identified in Section A.

A complete cost breakdown, including professional hours, materials, travel expenses, subcontractor costs, reproduction costs and all other costs related to the design and/or ancillary services required to perform of the work described previously.

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

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

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

52.214-34 SUBMISSIONS OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (JAN 2004)

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

SECTION K - EVALUATION CRITERIA

K.1.0. EVALUATION PROCESS

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

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

K.2.0. FIRM FIXED PRICES

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

K.3.0. 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
On the date specified for receipt of proposal revisions.

The following DOSAR is provided in full text:

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

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

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

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

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

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER

N/A