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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.

Windows and balcony doors replacement	USD _____
Bathroom remodeling	USD _____
Kitchen Remodeling	USD _____
Balcony Enclosure Construction	USD _____
Heating Radiators Replacement	USD _____
Walls and Ceilings Repainting	USD _____
Parquet Floors Refinishing	USD _____
Doors Replacement	USD _____
Miscellaneous	USD _____
Total Price	USD _____

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.

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.

The Embassy will contract to perform full renovation and upgrade of the US Government owned apartment at 14 Nikolsko-Botanychna St., # 37.

Description of Project:

The apartment #37, located at 14 Nikolsko-Botanichna Street in Kiev, Ukraine is the US Government Owned Property. It is used as the living apartment for the Embassy of the United States of America in Ukraine. The apartment has been renovated more than 10 years ago and requires full upgrade. It has to be reconstructed and renovated. The reconstruction must comply with the high quality design and safety standards.

The Contractor shall furnish and install all materials required by this contract, if it is not specifically mentioned in the Contract.

The Contractor is required to provide supervision, labor, equipment, tools and materials for project execution, if it is not specifically mentioned in the Contract.

All contractor supplied materials shall be locally available commercial items available within 14 calendar days of contract award.

Contractor shall provide manufacturer specifications of proposed materials with bid submittal. Samples of materials shall also be supplied with bid. Contracting Officer Representative (COR) shall approve materials and select colors before award of contract.

The Contract works duration period – **till September 15, 2010.**

General Requirements and Services

- a. The building is an apartment building, which will be occupied during the period of project execution. The contractor shall insure minimal disruption and inconvenience to the other apartment tenants at all times.
- b. The contractor shall also provide any design services required to resolve any unforeseen contingencies discovered as part of the project.
- c. The contractor shall coordinate all aspects of the project with the COR who shall serve as the primary point of contact to the embassy. The contractor shall take directives from the Contracting Officer or the COR only.
- d. Inspection of work shall be done by the COR. Any changes to the project shall be made in writing by the COR. Acceptance of finished project shall be approved in writing by the COR.
- e. The contractor shall remove all waste materials and construction debris from the property routinely as directed by the COR. No unsightly or unsafe accumulation shall be permitted on site.
- f. The contractor shall take necessary measures to insure minimal spread of construction dust throughout the building. Plastic sheeting or other appropriate materials shall be installed to seal the work area from other parts of the building. Powered floor sanding equipment shall have dust collecting attachment as integral part of equipment.
- g. At completion of project the contractor shall provide professional cleaning services to clean the entire apartment and areas of the staircase, if any. Cleaning shall include windows and all wall, floor and ceiling surfaces. Fixed equipment such as light fixtures shall be thoroughly cleaned and air conditioning equipment shall be serviced to insure proper function. All areas outside of the building including inside the property boundary and at the street shall be cleaned of project debris. All cleaning and restoration shall be approved and accepted by the COR.

- h. Project work on site shall be Monday through Friday from 0800 to 1800 excluding Ukrainian holidays. No other working hours shall be allowed without written approval of the COR.
- i. Project work on site shall begin only after issue to contractor of Notice To Proceed by Contracting Officer.
- j. The Contractor shall submit the work schedule with detailed description and duration of work stages.

Description of Project Parts:

The project consists of the following parts as described below

I. Windows and balcony doors replacement

Replace all the apartment windows and balconies doors. There are ten windows of varying dimensions and two balconies doors at the apartment to be replaced. The Contractor must verify the dimensions of units during the site visit. Two windows and two balcony doors have outside metal grills.

New windows and doors to be installed shall be similar in design and esthetic to presently existing units and shall operate as described in this specification.

Works shall include:

- a. Remove existing wood frame window units and balcony door units and replace with new vinyl covered window units and door unit;
- b. Provide and install ten new window units and two balcony doors to fit existing openings;
- c. Windows and doors glazing shall be triple pane;
- d. Doors shall be made of shatter resistant glass;
- e. Framework covering for windows and doors shall be weather resistant white vinyl;
- f. Windows shall open for ventilation and cleaning. All of the window low row panels must be two-way operable;
- g. Windows and balcony doors shall be key-locking type;
- h. All windows and balcony doors shall have mosquito netting. Windows shall have removable window mosquito netting covering entire opening of operable window panel. Doors shall have window netting covering entire opening of operable door. Netting shall be designed to open easily for egress through door;

- i. All window and door units shall be fixed with shatter resistant window film (SRWF).
 - Film may be fixed on glass during window manufacturing process or fixed on glass after windows have been installed in residence.
 - Film applied during the window manufacturing process shall be placed on the inside surface of the exterior pane of glass.
 - Film applied after window installation in the residence shall be placed on the inside surface of the interior pane.
 - Film shall be applied to glass following manufacturer's installation recommendations and using manufacturer recommended adhesive.
 - SRWF specification: 8-mil Light Silver Safety/Security Standard Reflective film manufactured by MADICO, Inc. Manufacturer's model number RS-440-XSR 8 MIL.
 - Film of equal specification by different manufacturer may be substituted when approved by COR in advance of installation.

Installation requirements:

- a. Contractor shall remove existing windows and doors units to be replaced in project. Demolition debris shall be removed from Embassy property.
- b. Unfinished wall openings undergoing demolition or installation shall be closed at end of each workday.
- c. Contractor shall insure complete repair of openings at inside and outside following installation of new windows and doors. Foam insulation shall be used to seal spaces between unit and rough opening. No foam shall remain exposed. Foam shall be sealed behind masonry or plaster covering finished to match surrounding surface.
- d. All iron grill work shall remain in place and re-painted with two coats of white enamel paint used for painting of the weather exposed metal surfaces.

II. Bathrooms Remodeling

The apartment has two full bathrooms and one half-bathroom. All of the bathrooms require full renovation, including replacement of the wall and floor tiles, piping and bathroom fixtures. New water supply pipes must be plastic and must not be located in floor structures.

Works shall include:

- a. Development of the package of the design drawings of the bathrooms renovation/remodeling for Embassy Contracting Officer Representative approval.

- b. Perform repair/reconstruction of the bathrooms according to the approved by COR design and in comply with all norms and safety requirements for the construction and renovation works:
- c. Remove old bathroom appliances. Completely demolish all existing wall and floor tiles.
- d. If necessary, relocate water supply and sewage pipes according to the approved design.
- e. Build the suspended ceiling to add built-in ceiling lights. The elevation of the ceiling must be coordinated and approved by the Embassy Contracting Officer Representative.
- f. Repair walls and floors and retile all bathroom floors and partially walls. The top elevation of the tiled surface of the walls will be provided by the Embassy Contracting Officer Representative. Tiles must be provided by the Contractor. Tile must be the floor type tile with no slippery but not extremely rough surface. The dull tile color is preferred. Tile samples must be submitted for Embassy Contracting Officer Representative approval together with design drawings.
- g. Prepare surfaces for painting and paint bathroom walls/ceiling surfaces, other than tiled, with minimum three coats of a good quality white interior paint, used for bathrooms.
- h. Replace bathroom doors together with the door frames of the same size as the existing ones. Doors must be solid wooden doors, painted white. No glazing is required. The doors hardware must be of the highest western European design and quality standards. Doors type, design, hardware and surface finish must be submitted for Embassy Contracting Officer Representative approval together with design drawings.
- i. Install all new bathroom appliances. All bathroom appliances (new toilet bowls, shower units with glass doors, bath tubs, sinks with the sink cabinets, medicine cabinets with lights and electrical water heaters) must be provided and installed by the Contractor. The appliances must be classis style of the well known brand names with service and spare parts supply readily available in Kiev. Models of bathroom appliances must be approved by the Embassy Contracting Officer Representative prior to the installation. All bathroom appliances must be connected to the water supply pipes through the shut-off valves.
- j. Install all new electrical outlets, switches, built-in ceiling light fixtures, medicine cabinets and exhaust fans according to the approved design. All above details must be provided and installed by the Contractor. They must be of the highest Western European quality readily available in Kiev. Models of fixtures must be approved by the COR together with design drawings.

- k. Contractor must take special care to prevent any damage to the US Government property and to the apartments below caused by possible leaks from the pipes. In this case the Contractor shall be fully responsible for the repair of all damages.

III. Kitchen Remodeling

The apartment kitchen requires full renovation, including replacement of the parquet floor with ceramic tile floor, piping, electrical, kitchen furniture and appliances.

New water supply pipes must be plastic and must not be located in floor structures.

Kitchen cabinet doors must have plain white matt finish. The kitchen countertop must be of middle grey or similar color matt finish. Kitchen cabinets, countertop and kitchen cabinets hardware must be made of laminated MDF, must be locally manufactured or available locally in time, which allows the Contractor to complete the installation before the specified end of contract date.

Work shall include:

- a. Development of the package of the design drawings of the kitchen renovation/remodeling for Embassy Contracting Officer Representative approval. Design must include kitchen cabinets layout with samples of kitchen cabinets finish and samples of kitchen countertop. Design must include layout of electrical outlets for all kitchen appliances plus double electrical outlets, installed above the countertop every 1,2 meters. The following kitchen appliances as kitchen sink, stove exhaust hood and dishwasher must be provided by the Contractor. Models of these appliances must be approved by the COR. The gas stove, refrigerator, freezer and water distiller will be provided by the Embassy. General dimensions of the appliances are following (WxHxD in cm): Stove – 76x93/120x73, Refrigerator – 84x170x84; Freezer – 84x170x84; Water distiller – 37x158x40. After contract award the Contractor is responsible to coordinate with the Embassy in order to get all the necessary information concerning the characteristics of the appliances, supplied by the Embassy to properly incorporate this information into the design. The kitchen appliances must be of the well known brand names with service and spare parts supply readily available in Kiev.
- b. Perform repair/reconstruction of the kitchen according to the approved by COR design and in comply with all norms and safety requirements for the construction and renovation works:
- c. Remove old kitchen cabinets. Remove old kitchen appliances. Completely demolish all existing tiles, wooden top floor and subfloor with disposal of all debris.
- d. If necessary, relocate water supply and sewage pipes according to the approved design.
- e. Construct cement-sand subfloor with a layer of waterproof insulation.
- f. Install new ceramic tile floor covering and baseboard molding. The elevation of the floor surface must be equal or below the elevation of the hardwood floor in the adjacent areas.

Tiles must be provided by the Contractor. Tile samples must be submitted for Embassy Contracting Officer Representative approval together with design drawings. Install thresholds in the kitchen door openings.

- g. Prepare walls and ceiling surfaces, other than tiled, for painting and paint with minimum three coats of a good quality white interior paint, used for kitchens and bathrooms.
- h. Manufacture, deliver and install new kitchen cabinets.
- i. Working area walls between the top kitchen cabinets and the kitchen cabinets countertop must be tiled with ceramic tile. Tile samples must be submitted for the Contracting Officer approval together with the developed design of kitchen cabinets.
- j. Install new kitchen appliances. All kitchen appliances, dependent on water supply must be connected to water supply pipes through the shut-off valves. All water using appliances must be connected to the electrical system through the devoted GFCI breaker of correspondent capacity.
- k. Install all new electrical outlets and switches.
- l. Contractor must take special care to prevent any damage to the US Government property and to the apartments below caused by possible leaks from the pipes. In this case the Contractor shall be fully responsible for the repair of all damages.

IV. Construction of Balcony Enclosure

The apartment has two balconies. One of the apartment balconies has an enclosure. The other is open. It requires the construction of enclosure, identical to the first one.

Frames and glazing must be of the same design and the same type of materials must be used. Samples of materials and enclosure design must be submitted for Embassy Contracting Officer Representative approval prior to the manufacturing and installation.

Works shall include:

- a. Development of the package of the design drawings of the new balcony enclosure for Embassy Contracting Officer Representative approval.
- b. Demolition of an old metal handrails and metal balcony roof. The existing metal roof must be saved and re-installed above the new balcony enclosure. If roof cannot be saved, the Contractor shall provide new metal roof above new balcony enclosure.
- c. Manufacturing and installation of a new balcony enclosure according the approved design.
- d. Contractor must ensure that all damages of the walls and balcony slab are fixed after the installation and all joints are tight for weather

V. Heating Radiators Replacement

The apartment has a number of old style cast iron heating radiators without any control possibilities. The radiators must be replaced with modern style radiators. New radiators and valves must be of the highest locally available quality, removable and all of them must be fully equipped with control and air bleeding valves.

The size of radiators must be determined on a base of their technical characteristics and specific characteristics of the rooms. All this information must be submitted for Embassy Contracting Officer Representative review and approval prior to the installation.

If any of old radiators are hidden in niches behind the decorative panels or grills, those decorative elements must be removed and surfaces of the wall niches must be finished as any other wall surfaces in the apartment.

In case if the coordination with ZhEK or City Heating Department is required the contractor is fully responsible for this coordination. Embassy will provide a support to contractor by writing an official letters to these agencies.

Works shall include:

- a. Demolition of old radiators.
- b. Installation of the new ones with valves on both supply and return pipes. Each radiator must be equipped with an air bleeding valve.
- c. Contractor must take special care to prevent any damage to the US Government property and to the apartments below caused by possible leaks from the heating pipes. In this case the Contractor shall be fully responsible for the repair of all damages.

VI. Apartment Walls and Ceilings Repainting

All walls and ceiling surfaces throughout the apartment, other than in kitchen and in bathrooms must be patched and painted. The type of the walls and ceilings finishing must be similar to the existing. All the ceilings must be painted in white color. The color palette for the rooms walls must be beige, similar or equal to the existing color palette.

Standard treatment shall include one coat of paint on surfaces which remain as existing color. Additional coats shall be applied as needed to hide new repairs or to prevent existing color from showing through new finish coat.

Works shall include:

- a. Investigate a present condition of the walls and ceilings finish.
- b. Surfaces must be repaired where damaged and properly prepared prior to painting. Repairs shall be blended to make location of repair indistinguishable from the surrounding surface. All nails and screws shall be removed and holes repaired. Broken plaster and wallpaper shall be repaired.

- c. Cleaning of surfaces and preparation for painting. Water stains or other markings shall be painted over with product designed to prevent “bleeding through” into new paint.
- d. Furnish paint and apply specified number of coats of water based paint to be used for painting of the interior walls.
- e. Chandeliers, electrical outlets, switches, sconces and other electrical details, which remain in place during painting part of project, must be protected from being painted over. If it is painted over or splattered during project it must be thoroughly cleaned after the end of painting phase.
- f. The baseboards shall be repaired and repainted to match the existing condition.

VII. Parquet Floors Refinishing

The existing floor at the apartment is a varnished hardwood floor, which must be sanded and varnished. Varnish must be clear and specified for the interior living rooms with normal level of traffic. Standard treatment shall include three coats plus one priming coat

Works shall include:

- a. Sanding off the existing coat of varnish to expose the bare wood surface.
- b. Sanded surfaces must be repaired where damaged and properly prepared prior to application of varnish. All the joints between the parquet planks and all floor damages must be patched and sealed.
- c. Apply the required number of varnish layers

VIII. Doors Replacement

The apartment has a number of interior and exterior doors which must be replaced. The interior doors must be solid core wooden doors. No glazing is required.

The doors design, finish and hardware are subject to a Contracting Officer Representative approval. The samples of doors design finish and hardware must be submitted for Embassy Contracting Officer Representative review and approval during process of bids submittal.

One of the bedrooms is assigned as a safe haven and the special requirements must be followed for this door:

- a. Door must be solid core door, which should be openable to the outside of the room;
- b. Door hardware must include two deadbolts without key option. The deadbolts must be installed at the room side of the door at 12” from top and bottom of the door panel. The deadbolts must be furnished by the Contractor for the Contracting Officer and RSO approval prior to installation.

- c. Door must have a peep-hole installed at the center of the door panel. The peep-hole will be supplied by the Embassy

Works shall include:

- a. Demolition of the existing interior doors with door frames and trims.
- b. Installation of new doors and door trims.
- c. Patching and finishing of damaged areas around the newly installed doors.

IX. Miscellaneous

There are several small miscellaneous items in the apartment, which is required the Contractor to be taken care of:

- a. The second egress door, which is located in the closet of the master bedroom must be heat insulated and re-finished from inside the apartment in order to prevent heat loss through it during the cold seasons.
- b. The master bedroom closet door cracked mirror must be replaced.

Safety:

- a. The contractor shall provide task appropriate personal protective equipment (PPE) to all workers and shall insure that PPE is used at all times during project execution. All subcontractors shall follow the same PPE requirement.
- b. The contractor shall insure that all work is performed in a safe and workman like manner.
- c. The residence shall be accessible only for the Contractors and Embassy personnel at all times.
- d. The apartment is located at the top floor of the apartment building. Contractor is responsible for all deliveries of the construction tools and materials to the apartment and all removals of the construction debris from the apartment to be done in a safe manner in order to avoid any possible hazards to the tenants of the other apartments. Use of the building elevator for these purposes may not be allowed. Any damage to staircase walls, steps or landings occurred as a result of these processes shall be repaired by the contractor to match original conditions.
- e. Staging of equipment and materials on staircase landing outside the apartment may not be allowed. The stairs and staircase landings must be kept free for access any time during the project.

C. PACKAGING AND MARKING

None

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 till September 15, 2010 (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 September 15, 2010.

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 USD 500.00 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 "five 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 select 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 – 18:00 excluding Ukrainian holidays. 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 14 Nickolsko-Botanychna St., # 37 to discuss the schedule, 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	5 days after award	CO
Section E. Construction Schedule	1	5 days after award	COR
Section E Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	5 days after award	COR
Section F. Payment Request	1	last calendar day of each month	COR
Section D. Request for Substantial Completion	1	2 days before inspection	COR
Section D Request for Final Acceptance	1	2 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 *Facility Maintenance Supervisor*.

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 once a month. 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 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 10% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within five (5) 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	\$ 2,000.00
Cumulative	\$ 10,000.00

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

Per Occurrence	\$ 2,000.00
Cumulative	\$ 10,000.00

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 two 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 3 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</u>	<u>and</u>	<u>Date</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)		
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)		
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (DEC 2009)		
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)		
52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2009)		
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)		
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 (AUG 2009)
52.245-9	Use & Charges (JUNE 2007)
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 (AUG 2007)

(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	Site Plan	1

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:

I Standard Form 1442 including a completed Attachment 2, "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 1442, if mailed, or the address set forth below, if hand delivered.

US Embassy, Kiev, Ukraine
4 Glybochitska St.

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 **June 29, 2010 at 11:00 am**
- (c) Participants will meet at **14 Nickolsko-Botanychna St., # 37.**

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:

Between USD 25,000.00 and USD 100,000.00

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 emempt);

- 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 2009)

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

(2) The small business size standard is _____.

(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 Reserved

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(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). Reserved

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

(vi) 52.214-14, Place of Performance—Sealed Bidding Reserved.

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

(viii) – (xii). Reserved

(xiii) 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.

- (xiv) 52.223-4, Recovered Material Certification This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 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.

- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.
- (xix) Reserved

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.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. 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. 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 Clause)

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:

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

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

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

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

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

(d) 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.

ATTACHMENT #1
SAMPLE LETTER OF BANK GUARANTY

Place []
Date []

Contracting Officer
U.S. Embassy, Kiev, Ukraine

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:

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

ATTACHMENT #2

UNITED STATES DEPARTMENT OF STATE
 BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

Description	Labor	Materials	Overhead	Profit	TOTAL
Windows and balcony doors replacement					
Bathroom remodeling					
Kitchen Remodeling					
Balcony Enclosure Construction					
Heating Radiators Replacement					
Walls and Ceilings Repainting					
Parquet Floors Refinishing					
Doors Replacement					
Miscellaneous					

PROPOSAL PRICE TOTAL: USD _____

Offeror: _____

Date _____

ATTACHMENT #3

SITE PLAN

