

Kyiv, Ukraine
August 30, 2012

SUBJECT: Solicitation # SUP300-11-Q-0010
19 Vetrova St., # 6 Renovation Project

Dear Prospective Quoters:

The Embassy of the United States of America invites you to submit a proposal for Construction services of U.S. Government property located at 19 Vetrova St., # 6, Kyiv, Ukraine. The services should include the full renovation and upgrade of the U.S. Government owned apartment.

If you intend to submit a proposal, you should thoroughly examine all documents contained in the contract solicitation package and arrange for a personal inspection of the project site by a representative from your company. The Embassy intends to conduct a site visit, and all prospective offerors will be invited to attend. **The site visit will be held at 19 Vetrova St. #6, Tuesday, September 4, 2012 at 11:00 am.**

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" to the Contracting Officer at 4 Igorya Sikorskoho St. on or before 17:00 pm on Friday, September 14, 2012. No proposals will be accepted after this time.

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

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

1. Section A and Attachment 2, Breakdown of Price by Divisions of Specifications
2. Section L, Representations and Certifications
3. Bar Chart illustrating sequence of work to be performed

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

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

Estimated construction completion date is December 15, 2011. In the event of an unauthorized or unexcused delay in completing the project, liquidated damages in the amount of **\$99.00** per calendar day will be assessed until substantial completion of the project is achieved.

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

Please address any questions regarding this solicitation to Gregory MacDonald, by letter or by telephone 521-5250 or fax 521-5155 during regular business hours.

Sincerely,

Gregory MacDonald,
Contracting Officer
American Embassy
Kyiv, Ukraine

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. SUP300-12-Q-0010	TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/30/2012	PAGE OF PAGES 1 2
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY American Embassy Kyiv, Ukraine 4 Igorya Sikorskoho St.	CODE	8. ADDRESS OFFER TO see Item 7
9. FOR INFORMATION CALL: ➔	A. NAME Gregory MacDonald	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 044-521-5250; fax 044- 521-5155

SOLICITATION

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

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

Renovation of the US GOP located at 19 Vetrova, #6, Kyiv, Ukraine

- Section A - Price
- Section B - Scope of Work
- Section C - Packaging and Marking
- Section D - Inspection and Acceptance
- Section E - Deliveries and Performance
- Section F - Administrative Data
- Section G - Special Requirements
- Section H - Clauses
- Section I - List of Attachments
- Section J - Quotation Information
- Section K - Evaluation Criteria
- Section L - Representations, Certifications, and other Statements of offerors or Quoters

11. The Contractor shall begin performance within 2 calendar days and complete it till September 15, 2010 after receiving
 award, notice to proceed. This performance period is mandatory, negotiable.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)*
 YES NO

12B. CALENDAR DAYS
10 days

ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and ___ copies to perform the work required are due at the place specified in Item 8 by 17:00 p.m. *(hour)* local time 09/1/2012 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by referenced. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D)

AMOUNTS **➔** **Grand Total for the Project: USD _____**

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					B. SIGNATURE					C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:
All

22. AMOUNT \$	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (2 copies unless otherwise specified) ➔	ITEM 7	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
26. ADMINISTERED BY Block 31	CODE	27. PAYMENT WILL BE MADE BY Electronic Bank Transfer

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.)	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	1.A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY
		31C. AWARD DATE

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Attachments

- Attachment 1 Sample Bank Letter of Guaranty
- Attachment 2: Breakdown of Price by Divisions of Specifications
- Attachment 3: Drawings
- Attachment 4: Specifications

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

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

Total Price 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 19 Vetrova St., # 6.

Description of Project:

The apartment #6, located at 19 Vetrova Street in Kyiv, Ukraine, is a US Government Owned Property. The apartment requires full upgrade and renovation. The reconstruction must comply with the local design and construction codes.

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

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.

Contractor shall specify the duration of construction project but it shall be no longer than 90 days.

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. Contractor will inspect the work and COR will conduct quality assurance inspections after a specific work is completed. Deficiencies will be brought to Contractor's quality control staff. They will be corrected immediately or scheduled to be completed with the timeline communicated to 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 functionality. 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. Upgrade of the Apartment Electrical System

The electrical system of the apartment is old and is not capable of carrying the modern electrical load properly. The system must be upgraded to meet the Ukrainian electric code. All elements of the apartment electrical system, including main electrical panel, wires, outlets, switches, and exhaust fans must be replaced.

Works shall include:

- a. Development of the package of design drawings of the apartment electrical system upgrade, which must be approved by the Embassy Contracting Officer Representative.
- b. Completely demolish existing apartment electrical system.
- c. Install adequately sized main electrical panel box with properly sized circuit breaker connectors and re-install the apartment electrical meter. Splices of electrical wires are not allowed in the panel box. Electrical meter works must be fully coordinated with Kievenergo by the Contractor. The Contractor is responsible for any seal removal/application issues. The Embassy, as the apartment owner, will assist in preparation of formal letters to Kievenergo, in case these letters will become necessary.
- d. Install separate ground conductor to the apartment main electrical box. The use of the existing neutral conductor as a ground conductor is not allowed.
- e. Install new three-conductor copper electrical wire for 220V apartment electrical system, which shall include phase, neutral, and grounding conductors. All wires must be PLACED inside the walls. Locations of switches, outlets, exhaust fans, and fixtures must remain the same as they are at present time.
- f. Main electrical circuit breaker must be of the regular type, adequate to the capacity of the feeding wire.
- g. There must be devoted electrical lines to the kitchen, bathrooms, and laundry room.
- h. All electrical outlets in kitchen, bathrooms, and laundry room must be connected through the devoted GFCI breakers with 10ma trip level. All electrical outlets and appliances must be grounded.
- i. All apartment electrical system details must be provided and installed by the Contractor. Switches and outlets and circuit breakers must be of high quality brand models (for

example LEGRAND or ABB models) readily available in Kiev. Models and types of fixtures must be approved by the COR together with design drawings.

- j. Contractor shall relocate wiring for new light fixtures in the following premises: living room, two (2) bedrooms, corridors, bathrooms, and kitchen. Contractor shall procure and install new light fixtures with prior approval of the look of the light fixtures by COR.
- 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.

II. Bathrooms and Laundry Room Remodeling

The apartment has one full bathroom, one half-bathroom, and a aundry room. All of these rooms require full renovation, including replacement of 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 and laundry room according to the COR-approved design and in compliance with all norms and safety requirements for the construction and renovation works.
- c. Remove old appliances. Removed appliances must be stored in the apartment and COR must be notified prior to their removal. COR will notify Embassy property officers, who will determine what needs to be done with the appliances before Contractor removes them.
- d. Completely demolish all existing wall and floor tiles.
- e. If necessary, relocate water supply and sewage pipes according to the approved design.
- f. Build the suspended ceiling to add built-in ceiling lights. The elevation of the ceiling must be coordinated and approved by the COR.
- g. Repair walls and floors and retile all bathrooms and laundry room floors and partially walls. The top elevation of the tiled surface of the walls will be provided by the Embassy Contracting Officer Representative. Tile for the floor must be the floor type tile that is neither slippery, nor extremely rough surface. Tiles must be provided by the Contractor. The use of white, off-white, or pastel colors are preferred for floor and wall tiles. It is recommended to select wall tiles with accompanied matching

décor. All tile samples must be submitted for Embassy Contracting Officer Representative approval together with design drawings.

- h. Construct built-in shelving with doors in place where electrical water heater will be installed to hide the heater and to arrange the storage space for towels, etc.
- i. Prepare surfaces for painting and paint bathroom walls/ceiling surfaces, other than tiled, with minimum three (3) 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. Door type, design, hardware and surface finish must be submitted for Embassy Contracting Officer Representative approval together with design drawings.
- i. Install all new appliances. All appliances (new toilet bowls, shower units with glass doors, bath tubs, sinks with the sink cabinets, medicine cabinets with lights and electrical water heater) must be provided and installed by the Contractor. All bathroom appliances and fixtures (toilet bowls, bathtubs, sinks, and faucets) must be of high quality brand models such as GUSTAVSBERG, DEVIT, RAVAK, KOLO, GEBERIT, GROHE, or equal, with service and spare parts supply readily available in Kyiv. Electrical water heaters shall be of 200 liters capacity of high quality brand models such as SIEMENS, ELECTROLUX, or equal models. Appliances proposed by Contractor must be approved by the Embassy Contracting Officer Representative prior to installation. All appliances must be connected to the water supply pipes through 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 materials must be provided and installed by the Contractor.
- k. Contractor must take special care to prevent any damage to US Government property and to the apartments below caused by possible leaks from the pipes. The Contractor shall be fully responsible for the repair of all resulting damages.

III. Kitchen Remodeling

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

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

Kitchen furniture and all appliances will be provided by the US Government. All construction works in the kitchen shall be performed in accordance with new furniture design plan. It will include the relocation of electrical wires/outlets, water supply, sewage and ventilation. The

Contractor shall coordinate its work and follow the guidance of kitchen furniture supplier/designer that will be selected by the Government for kitchen furniture installation. Perform repair/reconstruction of the kitchen according to the COR-approved design and in compliance with all norms and safety requirements for the construction and renovation works.

Works shall include:

- a. Remove old kitchen cabinets. Remove old kitchen appliances. Completely demolish all floor top and subfloor material and dispose of all debris.
- b. If necessary, relocate water supply and sewage pipes according to the approved design.
- c. New water supply pipes must be plastic and must not be located in floor structures.
- d. Construct cement-sand subfloor with a layer of waterproof insulation.
- e. Install new ceramic tile floor covering and baseboard molding and install thresholds in the kitchen door openings. 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.
- f. Prepare walls and ceiling surfaces, other than tiled, for painting and paint with minimum three (3) coats of a good quality interior paint, used for kitchens and bathrooms.
- g. 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 Representative's approval together with the developed design of kitchen cabinets.
- h. For kitchen appliances dependent on water supply, Contractor shall prepare the connections to water supply pipes through the installed shut-off valves. For all water-using appliances that will be connected to the electrical system, Contractor shall install a devoted GFCI breaker of corresponding capacity.
- i. Install all new electrical outlets, switches, and ceiling lights as per design drawings.
- j. Contractor must take special care to prevent any damage to US Government property and to the apartments below caused by possible leaks from the pipes. The Contractor shall be fully responsible for the repair of all resulting damages.

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. All new radiators and

valves must be of the highest locally available quality, removable, and fully equipped with control and air bleeding valves.

The size of radiators must be determined on the basis of their technical characteristics and the 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 decorative panels or grills, those decorative elements must be removed and surfaces of the wall niches must be finished like any other wall surfaces in the apartment.

In the case that coordination with ZhEK or City Heating Department is required, the Contractor is fully responsible for this coordination. Embassy will provide support to Contractor by writing any necessary 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 finishing on the walls and ceilings must be similar to the existing. All the ceilings must be painted white. The color palette for the room walls must be beige, similar or equal to the existing color palette.

The entire wall is molded and requires special antifungal treatment and refinish from both sides.

Standard treatment for walls and ceilings 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 the 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 must be protected from being painted over. Any such items painted over or splattered during the project must be thoroughly cleaned after the end of painting phase.

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 (3) 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.
- d. Baseboards shall be replaced everywhere in the apartment. Its finish shall match the floor/walls color pattern. The baseboard type and finish is subject to COR approval prior to the installation. Samples must be submitted during bidding process.

VIII. Door Replacement

The apartment front door and all interior doors will be replaced.

The front door must be the metal door with reinforced structure and a layer of insulation and soundproofing. Front door must have wooden decorative finish from both sides. The door must have hardware with two (2) regular door locks of improved security. One (1) of the locks must be with replaceable cylinder or be reprogrammable. In addition to these locks, two (2) deadbolts must be installed on the interior side of the door at 30 cm distance from top and bottom of the door panel.

The interior doors must be solid core wooden doors. No glazing is required. The interior door to one (1) of the bedrooms must meet the following special requirements:

- a. Door must be solid core door which opens outward from the bedroom;
- b. Door hardware must include two (2) deadbolts without key option. The deadbolts must be installed on the bedroom-side of the door at 12 inches from top and bottom of the door panel. The deadbolts must be furnished by the Contractor for the Contracting Officer Representative and Regional Security Officer 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.

The doors' design, finish, and hardware are subject to the Contracting Officer Representative's approval. The samples of design, finish, and hardware must be submitted for Embassy Contracting Officer Representative review and approval with the bid proposal.

Works shall include:

- a. Demolition of the existing doors with door frames and trims.
- b. Installation of new doors and door trims. Front door must be re-installed within one (1) working day.
- c. Patching and finishing of damaged areas around the newly installed doors.

IX. Built-in wardrobes and cabinets repair and replacement.

- a. Inspect all the built-in wardrobes and cabinets in the apartment to verify which can be repaired or refinished and which need to be replaced by new ones.
- b. Develop design drawings for cabinets that need to be replaced and provide samples of proposed MDF materials for COR approval before manufacturing.

X. Installation of air conditioning units.

- a. Run the electrical wiring and drainage pipes for installation of A/C units
- b. Procure and install new sufficient BTU capacity A/C units in the living room, and all bedrooms.

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 observe the same PPE requirements.
- b. The Contractor shall ensure that all work is performed in a safe and workman-like manner.
- c. The residence shall be accessible only to Contractor and Embassy personnel at all times.
- d. The apartment is located on the top floor of the apartment building. Contractor is responsible for all deliveries of construction tools and materials to the apartment and all removal of construction debris from the apartment to ensure this is 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 occurring as a result of these processes shall be repaired by the Contractor to match original conditions.
- e. Staging of equipment and materials on the staircase landing outside the apartment is not 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 Contracting Officer, or his/her authorized representative, 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 USD99.00 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 "**5 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 4 Igorya Sikorskoho St. 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	2 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 monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

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

reasons.

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

The Contractor shall 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	\$ 5,000.00
Cumulative	\$ 50,000.00

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

Per Occurrence	\$ 5,000.00
Cumulative	\$ 50,000.00

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 and 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	Drawings	
Attachment 4	Specifications	

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

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

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

B. SUBMISSION OF QUOTATIONS

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

Each quotation must consist of the following:

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

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

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

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

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

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

Proposed Work Information - Provide the following:

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

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

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

C. 52.236-27 SITE VISIT (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or

quoters are urged and expected to inspect the site where the work will be performed.

- (b) A site visit has been scheduled for **September 4, 2012 at 11:00 a.m.**
- (c) Participants will meet at **19 Vetrova St., # 6.**

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 exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) Common Parent.

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

Name _____
 TIN _____

(End of provision)

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

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

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

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

The offeror should be prepared to provide the following information:

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

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

L.3 52.204-8 Annual Representations and Certifications. (FEB 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
<i>(1) United States citizens or residents</i>		
<i>(2) Individuals hired in the United States, regardless of citizenship</i>		
<i>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws</i>		<i>Local nationals: _____</i> <i>Third Country Nationals: _____</i>
<i>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</i>		<i>Local nationals: _____</i> <i>Third Country Nationals: _____</i>

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

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 #2

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

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

1. General Requirements
2. Site Work

3. Concrete
4. Masonry

5. Metals
6. Wood and Plastic

7. Thermal and Moisture
8. Doors and Windows

9. Finishes
10. Specialties

11. Equipment
12. Furnishings

13. Special Construction
14. Conveying Systems

15. Mechanical
16. Electrical

TOTAL in USD:

Allowance Items:

PROPOSAL PRICE TOTAL in USD:

Alternates (list separately do not total)

Offeror:

Date

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS