



Embassy of the United States of America

Baghdad, Iraq

January 10, 2022

Dear Prospective Offeror/Quoter:

The Embassy of the United States of America has a requirement for a contractor to install shower and latrine units at Camp Condor. This objective of this work is to replace old and worn-out shower and ablution units, and replace those with the new ones.

The Embassy intends to conduct a pre-quotation conference at the site on **Monday, January 17, 2022 at 10:00 a.m.** at the Embassy Compound (Disney Gate). If you are interested in attending site visit, please submit Site Access Form and copy of your ID document to BaghdadGSOProcBid@state.gov by **Thursday, January 13, 2022 not later then 02:00 p.m.**

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

1. SF-1442
2. Section A, Pricing
3. Attachment 4 - Breakdown of Price by Divisions of Specifications.
4. Section J, All the information noted in this section
5. Section L, Representations and Certifications and ensure compliance with FAR 52.229-11 is completed with IRS Form W-14 found at www.irs.gov/w14

The offers shall be submitted in two (2) volumes, as noted in Section J. The file size must not exceed 30 MB. If the file size exceeds the 30 MB, the submission must be made in separate files and attached to separate emails with less than 30 MB each. Attachments larger than 30 MB are prohibited and will not be delivered.

All questions must be submitted in writing to BaghdadGSOProcBid@state.gov, no later than Monday, January 17, 2022.

The Embassy plans to award a firm fixed price contract to the lowest price technically acceptable responsible offer. In addition, the Embassy reserves the right to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions. You are encouraged to make your quotation competitive.

Please review the RFP carefully, and if you are interested, submit your quotation. Return the completed SF-1442 and all required documentation listed to the address shown in Block 9 of the SF-1442 by Tuesday, January 25, 2022, on or before 5 p.m. (local time). Oral quotations will not be accepted.

Sincerely,

Kevin M. Phillips
Contracting Officer

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 191Z1022R0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01/10/2022	PAGE OF PAGES 3 of 69
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR10448825	6. PROJECT NO.
7. ISSUED BY AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/PROCUREMENT (BAGHDAD) BAGHDAD, REPUBLIC OF IRAQ BaghdadGSOProcBid@state.gov	CODE	8. ADDRESS OFFER TO AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/PROCUREMENT (BAGHDAD) BAGHDAD, REPUBLIC OF IRAQ BaghdadGSOProcBid@state.gov
9. FOR INFORMATION CALL: →	A. NAME Kevin M. Phillips	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> BaghdadGSOProcBid@state.gov

SOLICITATION

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

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

- Section A - Price
- Section B - Scope of Work
- Section C - Packaging
- Section D - Inspection and Acceptance
- Section E - Deliveries or Performance
- Section F - Administration Data
- Section G - Special Requirements
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Attachments:

- Attachment 1 Standard Form (SF) 25, "Performance and Guaranty Bond"
- Attachment 2 Standard Form (SF) 25A, "Payment Bond"
- Attachment 3 Sample Bank Letter of Guaranty
- Attachment 4 Breakdown of Price by Divisions of Specifications
- Attachment 5 Specification of Work and Technical Requirements

11. The Contractor shall begin performance within **7** calendar days and complete it within **100** calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10 Days
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and **one (1)** copy to perform the work required are due at the place specified in Item 8 by **05:00 p.m.** local time on **Tuesday, 25 January, 2022**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **90** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the Government within **60** calendar days after the date offers are due.

AMOUNTS →

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

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

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 1 copy 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.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.		
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE

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, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	
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A.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

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.

The objective of this project is to replace two old and worn-out shower units, and one old and worn-out ablution unit at the Embassy of the United States Baghdad Camp Condor with six (6) new shower units.

In summary, the project will be performed in **three (3) phases** – draft drawing of plumbing water and sewer connections, construction of six (6) shower unit containers, and installation of new shower units. **Installation** of the new shower units **will include the following tasks:** demolition of two 12m L X 3m W shower/ablution units, preparation of one empty dirt lot, and installation of six (6) new shower units that will be 6m long and 3m wide.

The project will be completed within 100 days since Notice to Proceed (NTP). This period of performance includes vetting procedure for contractor personnel.

See Attachment 5 – Specification for detailed Statement of Work.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

191Z1022R0002
Embassy of the United States of America
Al Kindi Street, Baghdad
Republic of Iraq

D. INSPECTION AND ACCEPTANCE

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

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

D.1 SUBSTANTIAL COMPLETION

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

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

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

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

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all

work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

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

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

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

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

E. DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to:

- (a) commence work under this contract within seven (7) calendar days after the date the Contractor receives the Notice to Proceed (NTP),
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than 100 days NTP.

The time stated for completion shall include final cleanup of the premises.

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52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **\$500** 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 seventeen (17) calendar days after receipt of Notice to Proceed (NTP)".

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

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

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

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

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

NOTICE OF DELAY

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

NOTICE TO PROCEED

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

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

WORKING HOURS

All work shall be performed during Sunday through Thursday, between 0800 and 1700 hours. 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

The Embassy does not intend to hold preconstruction conference.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Attachment 6. Statement of Work – Vetting Application	TBD	7 days after NTP	COR
Section G. Securities/Insurance	1	10 days after award	CO
Section G. Personnel Biographies	1	10 days after award	COR
Section E. Construction Schedule	1	17 days after NTP	COR
Attachment 6. Statement of Work – Material Specifications	1	17 days after NTP	COR
Attachment 6. Statement of Work – Safety Plan	1	17 days after NTP	COR
Attachment 6. Statement of Work – Quality Plan	1	17 days after NTP	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is the Senior Facilities Manager.

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.

**Embassy of the United States of America
Attn: Financial Management Office
Al Kindi Street, International Zone
Baghdad, Republic of Iraq**

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price. **The contractor shall provide a SF-25 Performance and Guarantee Bond, SF-25A Payment Bond, and/or a Bank Guarantee.**

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

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also

guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

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

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

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

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	\$10,000
Cumulative	\$10,000
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	\$10,000
Cumulative	\$10,000

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 **seven (7) calendar days** to submit to the Contracting Officer a **vetting application** for workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take minimum 60 days to perform.

Failure to provide all information required by application 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

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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2021)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS (OCT 2020)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAR 2008)
- 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (FEB 2021)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)

- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-2 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)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 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 (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)

- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.246-26 REPORTING NONCONFORMING ITEMS (JUN 2020)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

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

- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense,

identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

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

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

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

(End of clause)

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.

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

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;

(8) 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;

(9) 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.);

(10) 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

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps 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.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all

engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(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.

(End of 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.

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Standard Form 25, "Performance and Guaranty Bond"	1
Attachment 2	Standard Form 25A, "Payment Bond"	1
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Price by Divisions of Specifications	1
Attachment 5	Specification of Work and Technical Requirements	22

J. QUOTATION INFORMATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

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) **Language Skills.** Be able to understand written and spoken English;
- (2) **Business License.** Have an established business with a permanent address and telephone listing;
- (3) **Past Performance – Contractor Qualifications.** Be able to demonstrate prior construction experience with minimum three (3) years of documented experience and suitable references;
- (4) **Required Certifications.** Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) **Local Licenses and Permits.** Have all licenses and permits required by local law;
- (6) **Insurance.** Meet all local insurance requirements;
- (8) **Financials.** 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;
- (9) **No Criminal Record.** Have no adverse criminal record; and
- (10) **No Conflict of Interest.** Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

Each offer must consist of the following:

Volume I – Pricing Information.

1. *Completed SF-1442 and Section A Pricing. A completed solicitation, in which the SF-1442 Offer (blocks 14-18, blocks 20A, 20B and 20C as appropriate), and Section A-Price has been filled out. The offeror must ensure that the SF-1442 block 20B is signed.*
2. **Pricing Breakdown.** Attachment 4 - Breakdown of Price by Divisions of Specifications.

- 3. Representations and Certifications.** A completed SECTION L of the Solicitation, must be submitted with the offer. Offeror must ensure compliance with FAR 52.229-11 is completed with IRS Form W-14 found at www.irs.gov/w14

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

- 1. Bar Chart.** 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.
- 2. 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 qualifications** of the Offeror's field superintendent, electrician and plumber 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,
- 3. 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.
- 4. Written Acknowledgement of Defense Base Act Insurance Requirement.** A statement that the contractor will obtain the required insurance after award. The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>
- 5. Proof General Liability Insurance.** The General Liability Policy required from the Contractor includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury. If the offeror does not have General Liability Insurance, the offeror must provide a statement on how they plan to obtain such insurance after award. The statement must include the name of the insurance provider to be used.
- 6. Business License.** Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing.

7. **Required Certifications.** Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work, to include:
 - i. **OSHA 30-hour certification in General Industry or Construction, or NEBOSH International General Certificate.** A safety manager on site must have required certification. If the offeror does not have required certification, the offeror must provide a statement on how they plan to obtain such insurance after award.
8. **Proof of System for Award Management Registration (SAM).** The Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. <https://sam.gov/content/entity-landing>
9. **Deviations.** 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 proposal in the appropriate volume of the offer.

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

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

(b) A site visit has been scheduled for **Monday, January 17, 2022 at 10:00 o'clock.**

(c) Participants will meet at the Embassy Compound (Disney Gate).

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between \$100,000 and \$250,000 USD.

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/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)

K. EVALUATION CRITERIA

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation as listed in **Section J – B. Submission Of Quotations and Section L - Representations, Certifications And Other Statements Of Offerors Or Quoters.**
- The Government reserves the right to reject quotations that are unreasonably low or high in price.
- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFP **to include information required by Section J.**
- The Government will conduct a Risk Management Assessment of offerors in the competitive range. In order to qualify for final considerations, offerors will be required to complete a Risk Analysis Information (RAI) form within seven (7) calendar days from receipt. Offerors who do not complete the Risk Analysis Management (RAM) vetting process or are not vetted through RAM will not be considered eligible for award.
- 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
 - Be 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

(c) otherwise due under the contract.

(d) 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.

(e) 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 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, 237990.

(2) The small business size standard is **\$36.5 Million USD**.

(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.

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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 SAM are applicable to this solicitation as indicated:

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

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

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

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

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

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

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

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

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

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

(xvii) [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.

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

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

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

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) 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 \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) [52.204-17](#), Ownership or Control of Offeror.

(ii) [52.204-20](#), Predecessor of Offeror.

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

(iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

(vii) [52.227-6](#), Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
<hr/>			

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 SAM

(End of provision)

L.3 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1)It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

L.4. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

- (1) It is, is not an inverted domestic corporation; and
- (2) It is, is not a subsidiary of an inverted domestic corporation.

(End of provision)

L.5. 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.
- (End of provision)

L.6 AUTHORIZED CONTRACTOR 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:
Telephone Number:
Address:

L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(c) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

L.8 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE).
(FEB 2021)

(End of provision)

L.9. 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

ATTACHMENT #1 - *STANDARD FROM 25, "PERFORMANCE AND GUARANTY BOND"*

Please use the below link to download SF-25.

<https://www.gsa.gov/forms-library/performance-bond>

ATTACHMENT #2 - STANDARD FORM 25A, "PAYMENT BOND"

Please use the below link to download SF-25.

<https://www.gsa.gov/forms-library/payment-bond>

ATTACHMENT #4 - UNITED STATES DEPARTMENT OF STATE BREAKDOWN
DIVISIONS OF SPECIFICATIONS

No	DESCRIPTION	UNIT	QTY	DAYS	UNIT PRICE	TOTAL PRICE
1	Administration/Labor/Onsite Management					
A	Mobilization / Demobilization	LS	1	-		
B	On-Site Safety/QC/Supervisor (one person)	EA		30		
C	HVAC Technician	EA		30		
D	Electrician	EA		30		
E	Plumber	EA		30		
F	General Laborers	EA		30		
G	Administration	LS	1	-		
H	QA/Safety Planning	LS	1	-		
I	Office engineering/Scheduling	LS	1	-		
J	Debris Removal	LS	1	-		
K	Miscellaneous	LS	1	-		
	Administration Cost				Sub-Total	
2	Materials					
A	Exterior Paint	1	LS	-		
B	6m long x 3 m wide shower units (includes electrical, plumbing, lighting, HVAC)	6	EA	-		
C	Electrical wiring supplies to connect to onsite sewer and water	1	LS	-		
D	Plumbing supplies to connect to onsite sewer and water	1	LS	-		
E	Miscellaneous	EA	1	-		
	Materials Cost				Sub-Total	
3	Tools	EA	1	-		
A	Hand Tools	LS	1	-		
B	Forklift	LS	1	-		
C	Miscellaneous	LS	1	-		
	Tools Cost				Sub-Total	
4	DBA Insurance					
A	Contractor shall cover each of its workers at the site with DBA Workers' Compensation coverage and require its subcontractors to do the same. Contractor must furnish certificate evidencing this coverage to Engineer prior to starting work.					
	DBA Insurance Cost	LS	1			
	Total Cost of Items 1 thru 4				Sub-Total	
	Profit	%			Sub-Total	
5	Total	Contract Cost (IQD)				

STATEMENT OF WORK AND TECHNICAL REQUIREMENTS

Camp Condor Shower Units

**Prepared on:
November 29, 2021**

Prepared by
U.S. Department of State



1. PURPOSE/SITE DESCRIPTION:

The purpose of this project is to replace two old and worn-out shower units and one old and worn-out ablution unit at the Embassy of the United States Baghdad (BEC) Camp Condor with new shower units.

A summary of project tasks are as follows:

- A. Demolish two ~ 12m long x ~3m wide shower/ablution at Camp Condor (Ablution Unit # 5 and Shower Unit #5).
- B. Prepare one empty dirt lot – former Shower Unit #7 (~ 12m long x 3m wide).
- C. Supply and install six new ~ 6m long x ~ 3m wide shower units.

This is the first phase of a planned replacement of several shower and latrine units at Camp Condor.

2. CONTRACTOR QUALIFICATIONS

Commercial building contractor specializing in facilities construction work in Iraq with a minimum three years documented experience and verifiable references.

3. CONTRACTOR PRE-BID MEETING AND SITE VISIT

- A. A pre-bid meeting and site visit shall be provided as a courtesy to potential contractors to provide them an opportunity to increase their familiarity of site related to executing the Work.
- B. No information presented during this pre-bid meeting and site visit shall amend or replace the information in the official contract documents issued by the Department of State (DOS) General Services Office (GSO), unless explicitly stated in a subsequent written addendum.
- C. Verbal statements made by representatives of the Department of State during this meeting and site visits, or at any other time, are for informational purposes only, and are not to be relied upon unless subsequently confirmed in an official written addendum issued by the GSO Procurement or by DOS Representatives.
- D. During the pre-bid meeting questions can be submitted to the GSO Office.
- E. Responses to these questions will be published and distributed to all potential contractors along with pre-bid meeting notes 7-10 days after the pre-bid meeting and site visit.

4. PERIOD OF PERFORMANCE

This project has a period of performance of 100 days from Notice to Proceed (NTP) to completion. This includes badging which typically requires 40 days.

5. SCHEDULE

Contractor is required to develop a draft schedule using MS Project (or equivalent software) showing the work breakdown schedule and milestones in sufficient detail to plan, manage, quantify, and evaluate schedule performance and number of days required to complete the project. This schedule will be submitted to Contracting Officer Representative (COR) seven days after Notice to Proceed (NTP) for approval.

Approximate dates of pre-award activities

i.	Pre-Bid Site Survey	o/a	TBD
ii.	Bids Due	o/a	TBD
iii.	Contract Award	o/a	TBD
iv.	Notice to Proceed	o/a	TBD

Construction Milestones, from Notice to Proceed (all time in calendar days)

i.	Notice to Proceed	0	Date of NTP
ii.	Submit Vetting Applications	7	
iii.	Plan Submitted	10	
iv.	Materials Specs Submitted	17	
v.	Schedule Submitted	17	
vi.	Safety and Quality Plan Submitted	17	
vii.	All Submittals Approved by DOS	24	
viii.	Procurement	25	
ix.	Vetting Applications Approved	60	
x.	Materials/Shower Unit Delivery	65	
xi.	Mobilize/Site Prep	66	
xii.	Demo	70	
xiii.	Shower units Installed	80	
xiv.	Electrical/HVAC Completed	85	
xv.	Plumbing Complete	90	
xvi.	Touch up paint	92	
xvii.	Clean up and Demobilize	93	
xviii.	As-Built and Warranties Submitted	95	
xix.	Project Acceptance	100	

Commencement, Execution, and Completion of Work

The Contractor is required to:

- Commence work under this contract within five (5) calendar days after the date the Contractor receives approval of vetting applications;
- Prosecute the work diligently; and
- Complete the entire work ready for use not later than the time frame noted above. The time stated for completion includes final cleanup of the premises.
- This project work will be performed during normal business hours and power interruptions will be scheduled and coordinated with COR to minimize impact to normal business operations

IMPORTANT NOTE: Work must be performed in phases to avoid interruption of normal activities at Camp Condor.

This project will be performed in phases as follows:

Phase 1 - Prepare a simple drawing showing plumbing, water, and sewer connections. This drawing is solely for the purpose of planning and does not require a great deal of detail.

Phase 2 – Construct six (~20 ft long x 10 ft wide) shower unit containers. Each shower unit will consist of the below listed items:

#	SHOWER UNIT COMPONENT PER CONTAINER	QUANTITY
A	4 ft x 4 ft shower units	4
B	6 ft long benches	2
C	Ceramic sinks/lavatories	4
D	Liquid soap dispensers	4
E	Paper towel holders	2
F	LED light fixtures with light switch	2
G	Receptacles	2
H	Utility Sink	1
I	Exhaust/ventilation fan	1
J	Smoke detector	1
K	18,000 BTU HVAC Split Unit	1

Phase 3 – Demo and disposal of the existing two Ab/shower units. Preparation of existing sites and installation of six shower container units at Camp Condor. Clean-up work site and dispose of all excess material.

6. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The contractor shall provide all project management and supervision, as well as construction labor, logistics, equipment and material for the Work requested based on the attached and referenced specifications, and the specific instructions noted in this Statement of Work.

- A. DESIGN/SHOP DRAWINGS:** Documentation includes Architectural drawings, with project specifications in electronic format (Word, Excel or 2013 or newer versions of AutoCAD) in support of this work.

Contractor shall survey site and provide project drawings to include, but not limited to:

- Architectural Plan
- Electrical panel plan
- Lighting plan
- Wiring plan (showing locations of all switches, light fixtures, and receptacles)
- Plumbing/sewer plan
- HVAC plan
- Materials list
- Equipment specifications
- Materials product data sheets

The work consists of all labor, equipment, and materials required to prepare three sites and install six shower trailer units:

CONSTRUCTION:

- Insulation to meet R-30 for roof and R-13 for walls and floors
- Sandwich Panel Roof
- Flooring – Steel members, marine plywood 18 mm, anti-slip 10 mm heavy duty sheet vinyl flooring. Flooring shall be sloped-to floor drain.
- Walls/Ceiling: Polypropylene or equivalent PVC wall and ceiling covering for easy cleaning. Mold resistant adhesive sealant (clear or other) to match existing surface.

SHOWER UNIT:

- This shower unit shall be made of high quality materials and designed for heavy duty use.
- Easy to clean ~120 cm x 120 cm MDF laminated shower unit or equivalent.

FOUNDATION:

- Use ~60 cm x 60 cm concrete piers/supports (typ).

STEPS:

- Steel steps with handrail for door entry. Steps to match existing grade (~4 steps).

PLUMBING:

- Modify existing rough-in plumbing (water/sewer) and electrical service to serve the new the project site. Connect new shower trailers to existing sewage main with minimum 8" schedule 80 PVC piping. (~20m run).
- Connect new shower trailers to existing water main with minimum 2" schedule 80 PVC piping. (~20m run).
- Water - CPVC wall-surface mounted
- Water Main Connection – Valve
- Sewer – PVC to drain to on-site lift station
- Plumbing (hot and cold water shall be CPVC per ASTM F441 or equivalent).
- 1 - 80 gallon (300 liter) electric water heaters per shower unit – CE/UL Listed with ASME rated T&P relief valve and tank.
- Water service connection is at the project site.

ELECTRICAL:

- Load Centers - Surfaced mounted/recessed 63A, 3 Pin, 230V, 50Hz, 1Ph.
- Install new light switches and receptacles
- Conduit – Rigid metal conduit - National Electrical Code Article 344. Rigid conduit shall be utilized on this project both indoors and outdoors.
- All conductors shall have THWN insulation.
- Interior wiring to HVAC, receptacles, switches, and light fixtures.
- Provide LED lights in each trailer – 60 foot candles.
- Light switch and fixtures in restroom shall be NEMA 3R/IP65 or better and protected with GFCI/RCD.
- Provide and install exit lighting fixture - single face on both exit door.
- Provide and install one outdoor-rated exterior LED light fixture at main entrance door.
- Provide and install LED architectural wall pack battery backup, integral photocell.
- All branch and main wiring shall be sized according to the equipment and fixture installed.
- All receptacle branch circuits shall be homerun to panelboard. Branch circuits shall be 2-4mm², 1-4mm² G-21mmc.

- All electrical work shall be performed according to NEC code and specifications.
- All components shall be UL or CE certified.

EXTERIOR DOOR:

- Door closer required
- Exterior Doors – 90 cm x 200 cm steel doors or equivalent

CAULKING AND PAINT

- Caulking and weather proofing as required
- Exterior caulking shall be two parts polyurethane sealant or neutral silicon paste.
- Interior caulking except where otherwise specified shall be a latex caulk.
- Caulking work shall be guaranteed against water leakage, lack of adhesion and other defects, for a period of one (1) year.
- Paint: *Non-lead water-based* paint required; Jotun or equivalent. Color to be determined by Facilities Management (FM) at a later date.

- B. SUBMITTALS:** The contractor shall submit detailed information for the following items. Construction shall not be permitted until all submittals have been approved. All operations & maintenance manuals shall be in English. The contractor shall supply warranty letters for all appliances and fixtures, including the company name, point of contact and phone numbers.

Air Conditioning Units	Water Heaters
Interior Wall Schematic	Toilets (porcelain type)
Stairs (Non-Skid Surface Material)	Shut-off Valves
Floor Drainage Schematic	Plumbing Detail
Frame Detail	Roof and Ceiling Detail
Floor Covering	Sinks (porcelain type and utility sink)
Floor Detail (vinyl tile)	Exhaust Fans Details (commercial type)
Electrical Detail	Showers (single piece fiberglass or PVC)
Smoke Detector type/location	Exterior Color (sandy brown or white)
Fixture detail (faucets, soap, dispensers, shower heads, racks)	Exterior door
Shower Bench	

7. CONSTRUCTION STANDARDS/SPECIFICATIONS:

A. ELECTRICAL:

- All electrical wiring in the trailer will be in accordance with the [‘IET BS 7671:2018](#) Electric Code. Wiring shall be #12 solid wire or equivalent. All electrical devices and appliances must be capable of connecting to existing electrical power supply lines. All electrical conduit shall be surface-mount type. Contractor shall

provide a detailed shop drawing of the electrical system for government approval prior to construction.

- The contractor shall provide single-phase 230V, 50 Hz air conditioning units and hot water heaters. All other electrical appliances (i.e. lights, exhaust fans) shall also be capable of running on single-phase 230V, 50 Hz.
- Electrical outlets shall be furnished and installed for all trailers. A British universal outlet shall be installed over each sink. All electrical outlets shall be surface-mount type. Outlets shall be RCB-protected duplex receptacles.
- Interior lights shall be installed in each trailer. Lights will be rapid starting, reflective back 2 feet by 4 feet (61 cm x 122 cm) with two LED luminaries. All fixtures shall have clear plastic safety covers. Lights shall be controlled with wall switches conveniently located near doors to each room.
- Exterior lights shall be LED and fixtures centered above each entrance door. Fixtures shall be weatherproof exterior type. Light switches shall be inside the building next to the door.
- One 240 V circuit breaker panelboard for power shall be installed for each trailer. Minimum requirements; 50A, 230 VAC, three-phase panel, complete with 50A main circuit breaker, minimum of 8 breakers. One 230V circuit breaker panelboard for RCB outlets shall be installed in each trailer. 50A panel shall be capable of tying into locally-provided electrical power. Contractor shall provide a detailed submittal of all electrical components.

B. HVAC: One 18,000 BTU capacity, hot/cold split air-conditioning units will be provided for each trailer along with the necessary wall openings. All air conditioners must be capable of connecting to existing single-phase, 230V. Includes proper condensate drainage to sewer.

C. PLUMBING:

- All plumbing fixtures shall be in accordance with the Plumbing Codes for Mobile Home Construction. Plumbing shall be within the unit and surface -mounted to the walls and underneath floors of the unit and routed to a single connection under the building. Sewer lines shall be vented in accordance with the Uniform Plumbing Code. Contractor shall provide a detailed shop drawing of the plumbing system for government approval prior to construction.
- Wash basins shall be made of good quality material, at least as good as existing shower/latrine trailer material. Mirrors and wall mounted soap holders shall be installed at every sink. Paper towel dispensers shall be installed in the proximity of wash basins. All faucet and shower fixtures shall be produced by Delta or be of equal or higher quality. A towel hook shall be installed beside each shower stall and on the inside door of all bathroom stalls. All plumbing fixtures are subject to the approval of the government.
- 1 - 80 gallon (300 liter) electric water heater shall be installed in each shower trailer to accommodate hot water needs. Water heaters shall be of good

quality construction and shall have isolation valves with union between valve and heater. Hot water heaters shall be installed on the exterior of each trailer. One water heater shall supply all sinks and showers.

- Each trailer shall have two 4" floor drains. Drains shall have metal grated covers. A "P-trap" shall be installed on each drain and no drum traps will be allowed.
 - Trailers shall be connected to existing sewer and water supply lines. Piping shall be constructed of good quality material and be to withstand wind, heat, and light. Piping is subject to the approval of the Contracting Officers technical representative. Shut-off valves shall be included on each line from the water supply.
 - Each trailer shall have sewage lines running to and connected to existing sewage lines. Piping going to the sewage line shall be sloped 1/8 inch per foot of run.
 - All piping shall be adequately sized to allow for proper flow and pressure of both water supply lines and sewage lines – at least 4" drain line.
- D. SHOWER BENCH: Shower benches shall be installed in each trailer in the shower area. Bench shall be constructed of finished wood and steel and be a minimum of 6 feet long.
- E. SHOWER MATS. Shower mats shall be installed in trailers on the entrance area of all showers. Mat sample should be submitted for the Contracting Officer's technical representative approval.
- F. SAFETY FEATURES: Each trailer shall be equipped with one smoke detector located at each end of the trailer and 5kg "ABC" fire extinguishers located near each exit. Fire extinguishers shall be wall mounted.
- G. STAIRS: The contractor shall construct and install metal stairs able to hold 600 pounds total for each trailer. Stairs shall have a non-skid surface and be resistant to corrosion. Stairs shall be of an acceptable incline as not to be unsafe and include proper handrailing (see existing hand railing for example). The top stair shall have a landing large enough to be able to open doors without stepping down. The contractor shall construct the stairs immediately after installation to the trailer as to provide a proper stair height. Stairs shall be connected to the trailer in a manner to avoid movement.
- H. WORKMANSHIP: All work will meet the specified standards and be performed by craftsmen skilled in the applicable trade. No careless, sloppy work will be permitted. Any problems in the workmanship in any phase of the project will be indicated by the government; it is then the contractor's responsibility to correct all material and workmanship defects, at no cost to the United State Government.

- I. SITE PREPARATION: The contractor is responsible for preparing the site prior to the start of installation. Any damage inflicted to a utility will be repaired by the contractor with no cost to the United States Government.
- J. GOVERNMENT INSTALLED ITEMS: Electrical supply to the Shower Unit Trailer's subpanel and water supply to the trailer's shall be provided by the Government. This work shall be performed in a timely manner as to not impact the overall schedule of 100 days.
- K. ACCEPTANCE: The contractor shall perform tests on all systems to ensure each is installed properly. Tests on the sanitary water system, sewage system, electricity, air conditioners, hot water heaters, doors, ventilation fans are required to be verified by the Contracting Officers technical representative prior to acceptance of the trailers.

8. CONTRACTOR'S QUALITY PLAN

The Contractor will present their Quality Control Plan or procedure as a part of the proposal to demonstrate internal quality control within their organization, methodology, and surveillance to assure SOW requirements are met and quality service provided.

Contractor will present their standard operating procedure (SOP) for the services provided under this SOW as a part of the proposal submittal. This document will particularly include information on material verification/inspection of incoming parts, modular assemblies, and final products.

The Contractor shall have a designated Quality Control Representative responsible for actively overseeing the materials procurement, inspection, and installation phases. This Quality Control Representative is required to perform, and submit to the COR, a daily inspection report. This daily report to include at a minimum: summary of daily safety training, names of workers on site, work performed by each worker, project progress, project concerns, incidents/near misses, metrics in accordance with the project timeline, and project delays such as: weather delays, BEC access issues, IZ access issues, or Govt of Iraq issues. Contractor's Quality Control Representative shall take immediate action to correct and prevent any non-compliant condition, self-identified, or identified by the DOS

A final test procedure prior to turnover to FAC for O&M service shall include a check of all performance specifications and a minimum "burn in/test" period. This final test procedure shall include a check of controls and system performance.

All equipment/components/materials/parts used in support of this contract shall be new only, shipped in manufacturer's approved packaging, and shall be covered with plastic sheeting to prevent dust and dirt from entering the unit during shipment. The Contractor is required to inspect and document the quality of these components as indicated in the

previous paragraph, and will further indicate so on a daily QC Report. All components/parts/materials warranty paperwork will be provided to FAC during project close out.

At the completion of work the contractor warrants that all work performed has been completed, and the FAC or COR has signed off on all daily reports.

DOS reserves the right to exercise quality surveillance over the contractor's work and workmanship. Contractor will take immediate action to prevent and correct and non-compliant condition.

GENERAL REQUIREMENTS

1. SECURITY AND LOGISTICS REQUIREMENTS

- A. All contractor personnel, including any subcontractors, performing work at BEC shall possess a secret security clearance, MRPT, or RSO vetting approval for compound/site access purposes.
- B. All contractor furnished tools/equipment can be procured without security restrictions, utilizing commercial resources.
- C. Contractor Employee Identification - Each contractor employee shall wear his or her red visitors badge visible to all at all times, contractor shall have his or her appropriate identification ready to display when entering any CAC's, which shall include, at a minimum:
 - The employees; (Jensiya)
 - A picture of the employee; and
 - The legal name under which contractor that is performing the work
- D. No electronics, including cell phones may be brought into the BEC without DOS approval.
- E. The contractor shall be responsible to ship all materials port to port and shall be responsible for customs clearances and necessary clearance formalities to transfer materials into BEC. Contractor shall be responsible for all shipment paperwork, fees, handling and movements of material in country and shall coordinate with Post all material deliveries, schedules and provide necessary forms and fees in order to move material to site.
- F. Materials/Tools/Supplies – All items coming into BEC must be inspected by DOS Personnel. Once the tools/supplies/materials are inspected by DOS, they will be secured inside the BEC.
- G. Cleared Escorts will be provided by BEC for the duration of this project.
- H. The contractor shall furnish all support services for their personnel. This shall include all home office and human resources support, medical and emergency evacuation coverage, all necessary DBA and insurance coverage, travel and transport, etc.
- I. The contractor shall furnish all tools and equipment, including testing systems, meters, etc. that are required to perform work under this task order. The contractor shall also furnish all technician hand tools and expendable and non-expendable equipment and supplies necessary to execute the work under this task order. The USG will not furnish any tools or equipment, or other Government furnished property to the contractor for performance under this task order.

- J. Interruption of Services and Work Hours - The contractor is advised that normal business hours are Sunday through Thursday, 0800 to 1700. It is recognized that due to system and equipment configurations, facility outages are inevitable. However, the contractor shall plan and schedule all work to avoid or minimize disruption to Post operations and life services.
- K. Prior to the start of performing any work within or on the facilities, the Contractor shall coordinate and schedule all work, and notify the FM of the facility or area being affected. All notifications shall be in writing and include the length of time and type of work to be performed. Should work progress temporarily halt before task completion, the Contractor shall provide the reason for delay and the projected date and/or time they will return to complete the work.

2. DISPOSAL

Debris, rubbish, and non-usable material resulting from the work under this contract shall be placed by the Contractor in refuse bins located or provided for at Post. The Contractor shall dispose of material in the proper manner and method. Hazardous wastes shall be contained and disposed of at COR direction.

3. SAFETY

Contractor shall provide all personnel safety equipment required to perform the work specified in this statement of work. All work shall be conducted in a safe manner and shall comply with all OSHA and NFPA requirements. The Contractor shall demonstrate proactive and innovative safety practices on a continual basis throughout the contract period. The Government shall regularly evaluate the Contractor's effective Safety and Health conduct in terms of number of occurrences and severity of mishaps.

1. Protect construction from damage by construction equipment. Repair all damage caused by construction techniques. Take all necessary precautions to prevent any damage to adjacent structures and utilities.
2. All contractor personnel performing services under this contract shall possess a working and demonstrated knowledge and understanding of commercial/industrial building construction.
3. Electrical extension cords may be used on a temporary basis to provide tools and equipment. Do not overload extension cords. Frayed or spliced extension cords are prohibited.
4. Prior to any work performance, the contractor shall evaluate the work to be performed and identify any potential safety related hazards, besides electrocution or arc flash hazards. The contractor shall furnish to the Post POSHO a work plan that includes a hazards analysis, identification of hazards, lock-out/tag-out procedures, and steps/processes/procedures the contractor will take to eliminate or mitigate the identified hazards. The hazards analysis shall be furnished 2 business days in advance of the planned/scheduled activity.

5. Accidents - The Contractor shall report to the COR and the POSHO, exposure from any substance, possible exposure from any substance, and all accidents resulting in death, trauma, occupational disease, bodily injury, or environmental damage. All accidents shall be reported to the COR and the POSHO within 1 hour of their occurrence during core working hours, or within 10 hours of their occurrence during non-core working hours.
6. Damages - The Contractor shall submit to the CO and COR a full report and assessment of damage to Government property, equipment, or the on-site environment caused by Contractor employees. All damage and assessment reports shall be submitted to the CO and COR within 24 hours of the occurrence. The contractor shall report to the Post Facility Manager within one (1) hour, all mishaps or damages found or caused by the contractor.
7. Maintenance and Protection of Existing Systems during Activities - The Contractor shall protect and maintain the functionality of existing mechanical, electrical and technical systems to the greatest extent possible while performing any retrofit/demolition/replacement, repair, service, commissioning, testing and troubleshooting work activities. The contractor shall follow all OSHA regulations to ensure facility function and to maintain personnel safety and accident prevention. All electrical work, as practical, e.g. with the exception of testing activities, shall be conducted and executed by the contractor with the equipment being worked upon in an un-energized state.
8. Safety Communications
 - Contractor shall perform safety meeting on daily basis with site workers.
 - Contractor shall submit weekly safety report to COR.
 - Contractor Emergency Contact Information
 - Contractor shall provide emergency contact information including: Owner of the company, A written service agreement with an ambulance provider who has access to the BEC entrance CAC main gates, and a copy of the ambulance agreement in both Arabic and English shall be on site with contractor's senior person.
 - Contractor shall arrange for, and bear the expense of, any transportation required to move the injured employee to an appropriate Iraqi medical facility and other available medical facility.
 - Contractor shall be responsible for any ongoing medical care for each employee.
 - DOS shall not be responsible for any injury to any contractor personnel for any reason while on the compound.
 - Contractor shall notify the DOS GSO and FM Offices of all injuries while working on the compound. The contractor shall provide a (Report Injury Form) in (Microsoft Word) detailing the events that caused the injury or illness, and near misses.

- Contractor shall comply with all safety post guidelines, and shall deviate from them.
- Contractor shall notify the DOS FM Office immediately of all incidents which involve harm or the threat of harm, to the life, health, and safety of any person during the execution of this project. The initial notification shall be verbal, followed up by a written incident report within 4 hours to DOS.
- Contractor shall maintain all incident reports, as well as provide the DOS FM Office with a copy if asked.
- Contractor shall also provide a DOS FM or the respective designee assigned to this Contract who shall be required to enter the job site each day work is in progress.
- Contractor's Safety Manager or site designee shall:
 - Have language skills to communicate in English both verbally and in writing.
 - Have a minimum of either an OSHA 30 hour's certification in General Industry or a NEBOSH International General Certificate.
 - Be responsible for ensuring that OSHA Workplace Standards are being followed at all times.
 - Be responsible for keeping the work area safe, organized and clean during and after working hours for the duration of contract performance.

9. OSHA REQUIRED PERSONAL PROTECTIVE EQUIPMENT

Eye and Face Protection

- Face shields are to be worn any time work operations can cause foreign objects to get in the eye. For example, during welding, cutting, grinding, nailing (or when working with concrete and/or harmful chemicals or when exposed to flying particles). There is zero tolerance for failure to adhere to this requirement.
- Arc Flash PPE appropriate to the amount of energy is to be worn when exposed to any electrical hazards, including working on energized electrical systems.
- Lock Out/Tagout procedures as recommended by OSHA/ NEBOSH are to be adhered to. LOTO log is to be kept on-site in case the DOS POSHO rep asks to review them. There is zero tolerance for failure to adhere to this requirement.
- Safety Glasses are to be impact rated (ANSI Z87.1-2010) and should be of the wrap around style and have side shields.

Foot Protection

- Safety boots of either steel or composite toes are to be worn at all times while on the grounds of any DOS project. The footwear must have a minimum rating of 75 pounds impact and 75 pounds of compression. Workers should wear work shoes or boots with slip-resistant and puncture-resistant soles. There is zero tolerance for failure to adhere to this requirement.
- At no time should contractor employees be in sneakers or sandals while on the project. There is a zero tolerance for failure to adhere to this requirement.
- Welders are required to wear welding boots. There is zero tolerance for failure to adhere to this requirement.

Hand Protection

- Gloves shall fit snugly.
- Workers shall wear the correct gloves for the job (examples: heavy-duty rubber gloves for concrete work; welding gloves for welding; insulated gloves and sleeves when exposed to electrical hazards). Each individual must have the correct size gloves as well.

Head Protection

- A Class 1 G Rated hard hat is the minimal hard hat rating acceptable to use on a DOS project.
- Hard hats that have any of the following: dents, cracks, signs of deterioration or which have received a heavy blow or electrical shock are to be replaced.
- Hard hats should be visible in color and should have the name of contractor company identification visible by logo.

Hearing Protection

- Ear plugs should have a minimal rating of 29 dB and be readily available. Ear plugs are to be used when the dB level is above 85 and the employee is exposed.
- Ear muffs can be used in place of earplugs if desired. Ear muffs must be rated to provide 33dB protection.
- In environment where dB ratings exceed 100 both ear plugs and ear muffs are to be worn. This is a zero tolerance policy.

Fall Protection

- Fall protection shall be used for any employee on a walking/working surface 6 feet (1.8 m) or more above lower levels (ground).
- Workers shall be protected from falling by a guardrail system, safety net system, or personal fall arrest system that is capable of holding 400 lbs.
- Any scaffolding that has to be erected must have an inspection by contractor's Safety representative certifying the scaffold is in good repair and is safe to use during the project.
- Scaffolding erection is to be done by contractor's designated competent person for scaffolding erection and inspection.

4. CONTRACTOR'S INSURANCE

- Contractor shall be responsible for procuring Defense Base Act (DBA) Insurance for all its employees who will be working under this project.
- Contractor shall product proof of Defense Base Act (DBA) Insurance to the GSO Office for record.

5. WORKER/PERSONNEL REQUIREMENTS

These requirements establish minimum standards for all contractor personnel performing electrical work at the US Embassy, Baghdad, Iraq.

These requirements shall apply to ALL electrical work being performed by the contractor, including ANY of it's subcontractors with a alternating or direct current voltage greater than 50 volts phase to ground or phase to phase. These requirements shall also apply to any medium voltage electrical work being performed. Voltage (of a circuit): The greatest root-mean-square (rms) (effective) difference of potential between any two conductors of the circuit concerned.

DEFINITIONS:

"Qualified person". One who has received training in and has demonstrated skills and knowledge in the construction and operation of electric equipment and installations and the hazards involved.

Note 1 to the definition of "qualified person:" Whether an employee is considered to be a "qualified person" will depend upon various circumstances in the workplace. For example, it is possible and, in fact, likely for an individual to be considered "qualified" with regard to certain equipment in the workplace, but "unqualified" as to other equipment. (See 1910.332(b)(3) for training requirements that specifically apply to qualified persons.)

Note 2 to the definition of "qualified person:" An employee who is undergoing on-the-job training and who, in the course of such training, has demonstrated an ability to perform duties safely at his or her level of training and who is under the direct supervision of a qualified person is considered to be a qualified person for the performance of those duties.

“Competent Person”. One who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees and who has authorization to take prompt corrective measures to eliminate them.

“Electrical work” consists of, but is not limited to, the following: (i) planning and layout of details for installation or modifications of electrical apparatus and controls including preparation of sketches showing location of wiring and equipment; (ii) measuring, cutting, bending, threading, assembling and installing electrical conduits; (iii) performing maintenance on electrical systems and apparatus; (iv) observation of installed systems or apparatus to detect hazards and need for adjustments, relocation or replacement; and (v) repairing faulty systems or apparatus and determining fit for service conditions/certifications

“Electrician” means a tradesman who does electrical work including the construction, repair, maintenance, alteration or removal of electrical systems in accordance with the National Electrical Code or any other supplements including any maintenance or acceptance testing criteria, manufacturer design standards and specifications, instructions.

Apprentice - a person who assists licensed tradesman while gaining knowledge of the trade through on the job training and related instruction in accordance with the apprentice's recognized apprenticeship curriculum.

Helper/Laborer - a person who assists a licensed tradesman and is not authorized to execute, plan, lay out, supervise or direct, trade work activities.

Journeyman Level - a person who possess the necessary ability, proficiency and qualification to execute, install, repair and maintain specific types of materials and equipment, utilizing a working knowledge sufficient to comply with the pertinent provisions of the applicable safety and building codes,

Master Level - a person who possesses the necessary ability, proficiency and qualifications to execute, install, plan, lay out, supervise and direct the details for installation and supervise the work of installing, repairing and maintaining specific materials and equipment utilizing a working knowledge sufficient to comply with the pertinent provisions of the applicable safety and building codes including the National Electrical Code, any code supplements, maintenance and acceptance testing criteria and standards, manufacturer requirements and executed in accordance with the contract/statement of work, plans and specifications.

“Supervisor” means the licensed master or journeyman tradesman who has the responsibility to ensure that the installation is in accordance with the applicable provisions of the National Electrical Code or any other supplements including any maintenance or acceptance testing criteria, manufacturer design standards and specifications, instructions, one of whom must be on the job site at all times during work performance.

SITE SUPERVISOR EXPERIENCE AND QUALIFICATIONS:

The Site Supervisor shall possess a minimum of two years on the job experience with building construction, civil, plumbing, and electrical work and activities identical to those required and specified within this section, contract and any scope of work requirements.

The Site Supervisor shall be responsible, competent and capable to lead and direct work activities, monitor and control budget/cost, time/schedule, contractor human resources, risk and scope. The Site Supervisor shall also be responsible to complete and submit project reports and updates, complete action plans, implement production, productivity, quality and customer service standards, resolve problems and conflicts, identify trends, determine schedule and productivity improvements, and implement changes, as directed or required.

GENERAL WORKER REQUIREMENTS.

All contractor personnel performing electrical work under this contract shall possess the following and shall meet the requirements and have the qualifications provided in this section.

1. All contractor personnel shall be at least 18 years old.
2. All contractor personnel shall meet the current educational requirements by passing all required courses prior to the time of work performance.
3. All contractor personnel shall have passed the applicable examination provided by the applicable licensing and certification board or by a testing organization.

The contractor shall submit to the COR for technical review, along with country clearance bio/security data and travel itineraries, copies of tradesman licenses for those contractor personnel who will execute, install plan, lay out or direct installation or inspection work under this task order. All contractor personnel professional tradesman licenses shall be current and valid at the time of COR review and shall be maintained and remain current and valid for the complete duration of the project's execution, including the field deployment phase.

4. Contractor use of non-licensed tradesman, laborers, helpers, etc. to execute, plan, lay out or otherwise direct the execution of the work activities, under this task order is not authorized.
5. Use of contractor furnished apprentices executing any electrical tasks under this task order shall only be authorized with COR written concurrence prior to Post deployment.
6. If the contractor proposes to utilize apprentices for any work, to be executed under this task order, the contractor shall furnish to the COR for technical review, the apprenticeship curriculum, under which the apprentice is undertaking and evidence of the apprentice's ability and proficiency to execute trade work to include past practical

field experience and/or formal vocational/professional training or education taken with evidence of successful completion. The contractor shall also furnish to the COR for technical review and concurrence, along with country clearance bio/security data and travel itineraries, those specific work tasks that contractor furnished apprentice's will undertake/execute while deployed to Post. The contractor shall also furnish to the COR the designated supervisory personnel to which the apprentice reports to.

7. If the contractor proposes to furnish or use contractor helpers or laborers in or on a non-related trade task or capacity, the contractor shall furnish to the COR for technical review and concurrence, along with country clearance bio/security data and travel itineraries, those specific work tasks that contractor furnished helpers/laborers will undertake/execute while deployed to Post. The contractor shall also furnish to the COR the designated supervisory personnel to which the laborer/helper reports to.
8. The use of the term contractor within this statement of work section shall also apply to all prime and subcontractor personnel utilized under this project. Use of locally hired subcontractor personnel by the prime contractor is not authorized without specific written CO approval.
9. Contractor submittal of personnel resumes does not constitute sole proof of factory certification. The equipment manufacturer shall undersign all factory personnel certification documents attesting to personnel certification, qualifications and certification levels achieved.
10. All contractor personnel factory certifications shall be current and valid at the time of COR review and shall be maintained and remain current and valid for the complete duration of the project's execution, including the field deployment phase.

6. ALTERNATIVE PROPOSALS/EFFICIENCY IMPROVEMENTS

- Alternative proposals may be submitted by the contractor if they can demonstrate enhanced value to DOS.
- Contractor may also include alternative proposal/s to increase the efficiency over and above that of the standard operating arrangement.
- Extra cost of such improvement and extra benefit to DOS of such improvement, above that of the requested base overhaul scope shall be clearly identified.

7. DOS GSO/ FM MANAGEMENT

DOS Shall: Recommend a single point of contact (POC) who the responsibility within contractor's organization to perform all tasks has specified herein including but not limited to:

- Managing the Work schedule
- Provide technical compliance and support coordination
- Perform competent oversight and unannounced safety compliance inspections
- Ensuring all activities are controlled, scheduled, monitored, reported, and managed consistent with the requirements set forth in this SOW
- Receive, review and comment on or approve all documentation required to be provided by contractor.
- Inspect quality and completeness of work performed and provide rework comments.
- Approve contractor's work subject to final acceptance by DOS FM Office

8. HAZARDOUS WASTE

- All hazardous waste that is generated by contractor is the responsibility of contractor. This includes removal from site and off the compound.
- Any hazardous waste spills are the responsibility of contractor to mitigate and remediate.
- Contractor is required to maintain a Safety Data Sheet (SDS) book that contains an index and SDS for every chemical the contractor is using while on the compound.

9. CONSEQUENTIAL PROPERTY DAMAGE

- Contractor shall take all precautionary measures not to damage existing utilities on site.
- Contractor shall be responsible for repair/replacement of any property damaged by contractor's employees while on site.

10. ACCEPTANCE

- This contract shall be considered complete by DOS FM Office when the following items, in addition to any others specified herein, are performed and the work accepted by DOS:
- All deliverables defined in the contract are accepted by DOS FM Office.
- Final documentation shall be submitted both in electronic and hard copy formats.
- All tasks identified in the SOW are completed.
- Acceptance of all workmanship, material and deliverables resides with DOS FM Office or his/her delegated representative.
- After Work is completed, contractor shall provide required project task checklist, final reports and other deliverables to DOS FM Office for review and approval.
- The FM Office shall notify the GSO Office that all work herein is completed.
- That the work has been accepted, or
- Notify contractor in writing advising what tasks still required to be accomplished.

11. CLOSEOUT SUBMITTALS

As part of the close out of this project the Contractor shall prepare and submit:

- Project Record Documents: Record actual locations of panel boards and panel board schedule showing circuit numbers.

- Field Quality Control Documents showing: Daily activities, materials inspection records, facilities acceptance documentation, and electrical systems acceptance testing results.
- Operation and Maintenance recommended maintenance procedures and intervals.

12. COMMUNICATIONS/CORRESPONDENCE

- DOS shall be solely responsible for all contractual and program management coordination with all Government agencies in connection with the effort described herein.
- Daily operations or field level contractor communication with end-user Government representatives at a particular site is permissible, so long as DOS FM Office staff is informed of the discussions.
- Contractor communications with end-user Government representatives which attempt to modify the terms and conditions of the contract or SOW, that may cause delays to the project, are prohibited and are therefore void.
- All correspondence and questions (both administrative and technical) shall be e-mailed to the designated DOS GSO Office, shall be published to the DOS FM Office for a response.
- Direction, guidance, or clarification from both the DOS FM/GSO Offices is valid only when confirmed in writing.

13. CONTRACTUAL AUTHORITY

- Performance of the requirements of the SOW will be under the administrative direction of the DOS GSO Office.
- Administrative direction includes guidance and approval that establishes all understandings and agreements between contractor and DOS.
- The sole authority to make changes on behalf of DOS to the Work described herein rests with the DOS FM Office through the DOS GSO Office.
- Acceptance of direction to make changes to the Statement of Work "SOW" defined under this SOW from anyone other than the authorized DOS Facility Manager shall neither be considered a basis for a claim against DOS, nor shall it relieve contractor from fulfilling its contractual obligations under this contract.
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14. WARRANTY

- At the completion of the project, contractor shall warrant that all work performed has been completed in a quality, skillful and professional method, all documentation is complete and the DOS GSO and FM Office has signed off on all reports/checklists.
- Contractor shall provide a one-year warranty period for workmanship and materials.
- All components/parts/materials warranty paperwork shall be provided to DOS.

REFERENCES

1. UL 67 (Underwriters Laboratories, Inc.) – Standards for Panel Boards, Molded-Case Switches and Circuit-Breaker Enclosures
2. IET BS 7671:2018 - Institution of Engineering and Technology British Standard 7671 – Requirements for Electrical Installations
3. NEMA PB 1 (National Electrical Manufacturers Association) – Panelboards
4. NEMA PB 1.1 (National Electrical Manufacturers Association) - General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or less
5. International Building Code, 2012 Edition plus the 2011 OBO International Code Supplement (ISC)
6. International Fire Code, 2009 Edition plus the 2011 OBO International Code Supplement (ISC)
7. National Electric Code, 2011 Edition plus the 2012 OBO International Code Supplement (ISC)
8. National Fire Protection Association, NFPA 101, NECA 1-2010 Standard Practice of Good Workmanship in Electrical Construction (ANSI), NFPA 33, National Electrical Safety Code, and NFPA13
9. 2102 OBO International Code, Section 02080 – Piped Utilities – Basic Materials and Methods