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SF-1442 COVER SHEET

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**SOLICITATION, OFFER, AND AWARD**  
*(Construction, Alteration, or Repair)*

<table>
<thead>
<tr>
<th>1. SOLICITATION NUMBER</th>
<th>2. TYPE OF SOLICITATION</th>
<th>3. DATE ISSUED</th>
<th>PAGE 1 OF 68 PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>191Z1022R0013</td>
<td>☑️ SEALLED BID (IFB)</td>
<td>06/16/2022</td>
<td></td>
</tr>
</tbody>
</table>

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

<table>
<thead>
<tr>
<th>4. CONTRACT NUMBER</th>
<th>5. REQUISITION/PURCHASE REQUEST NUMBER</th>
<th>6. PROJECT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PR10844048</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. ISSUED BY CODE</th>
<th>8. ADDRESS OFFER TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>IZ100</td>
<td>AMERICAN EMBASSY BAGHDAD</td>
</tr>
<tr>
<td></td>
<td>AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/PROCUREMENT (BAGHDAD)</td>
</tr>
<tr>
<td></td>
<td>BAGHDAD</td>
</tr>
<tr>
<td></td>
<td>IRAQ</td>
</tr>
</tbody>
</table>

| 9. FOR INFORMATION | a. NAME | b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) |
| CALL:             | Ramon R Taruc | 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 number, date)**

**FAC- CONNECT SEATTLE GATE TO THE BEC POWER GRID**

A. PRICE
B. SCOPE OF WORK
C. PACKAGING AND MARKING
D. INSPECTION AND ACCEPTANCE
E. DELIVERIES OR PERFORMANCE
F. ADMINISTRATIVE DATA
G. SPECIAL REQUIREMENTS
H. CLAUSES
I. LIST OF ATTACHMENTS
J. QUOTATION INFORMATION
K. EVALUATION CRITERIA
L. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

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

11. The contractor shall begin performance within **5** calendar days and complete it within **60** 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? (If "YES," indicate within how many calendar days after award in Item 12B.)

<table>
<thead>
<tr>
<th>12B. CALENDAR DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
</tr>
</tbody>
</table>

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and □ copies to perform the work required are due at the place specified in Item 8 by **17:00** (hour)

   local time **06/30/2022** (date). If this is a sealed bid solicitation, offers will 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.
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

<table>
<thead>
<tr>
<th>CODE</th>
<th>FACILITY CODE</th>
</tr>
</thead>
</table>

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

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)

<table>
<thead>
<tr>
<th>AMENDMENT NUMBER</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 ITEM (4 copies unless otherwise specified)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ 0 U.S.C. 2304(c) ( ) ☐ 1 U.S.C. 253(c) ( )</td>
</tr>
</tbody>
</table>

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

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)
30b. SIGNATURE
30c. DATE

31a. NAME OF CONTRACTING OFFICER (Type or print)
31b. UNITED STATES OF AMERICA, BY
31c. AWARD DATE
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) |

❖ Submitted Price by Local Contractors must be in local currency.

A. VALUE ADDED TAX

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.

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

See Attachment 4 – Specification for detailed Statement of Work

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

Contract # TBD
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 _5_calendar days after the date the Contractor receives the notice to proceed,
(b) prosecute the work diligently, and,
(c) complete the entire work ready for use not later than _60_after NTP

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

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 IQD 250,000.00 for each calendar day of delay until the work is completed or accepted.

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

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as **5 calendar days** calendar days after receipt of an executed contract".

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

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

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

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

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

NOTICE OF DELAY

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

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

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

WORKING HOURS

All work shall be performed during regular working hours between 08:00 to 17:00 from Sundays to Thursdays except for the holidays identified below. 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.

a) The Department of State observes the following days* as holidays:
   New Year's Day
   Martin Luther King's Birthday
   Washington’s Birthday
   Memorial Day
   Independence Day
   Labor Day
   Columbus Day
   Veterans Day
   Thanksgiving Day
   Christmas Day
   Iraqi Army Day
   Eid Norooz
   Easter
   Iraqi Labor Day
   Eid Al-Fitr
   Eid Al-Adha
   Republic Day of Iraq
   Ashura
   The Prophet's Birthday

*Any other day designated by Federal law, Executive Order or Presidential Proclamation. When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed.
either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 5 days after contract award at white CAC to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

<table>
<thead>
<tr>
<th>DELIVERABLES - The following items shall be delivered under this contract:</th>
<th>Description</th>
<th>Quantity</th>
<th>Deliver Date</th>
<th>Deliver To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section G. Securities/Insurance</td>
<td>1</td>
<td>10 days after award</td>
<td>CO</td>
<td></td>
</tr>
<tr>
<td>Section E. Construction Schedule</td>
<td>1</td>
<td>10 days after NTP</td>
<td>COR</td>
<td></td>
</tr>
<tr>
<td>Section E. Preconstruction Conference</td>
<td>1</td>
<td>5 days after award</td>
<td>COR</td>
<td></td>
</tr>
<tr>
<td>Section G. Personnel Biographies</td>
<td>1</td>
<td>10 days after award</td>
<td>COR</td>
<td></td>
</tr>
<tr>
<td>Section F. Payment Request</td>
<td>1</td>
<td>After final acceptance is completed</td>
<td>COR</td>
<td></td>
</tr>
<tr>
<td>Section D. Request for Substantial Completion</td>
<td>1</td>
<td>15 days before inspection</td>
<td>COR</td>
<td></td>
</tr>
<tr>
<td>Section D. Request for Final Acceptance</td>
<td>1</td>
<td>5 days before inspection</td>
<td>COR</td>
<td></td>
</tr>
</tbody>
</table>
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: to be determined after award

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

Or by electronic means in Acrobat PDF format to the following email address:
E-mail: BaghdadVendorInvoice@state.gov

Payment will be made by Electronic Funds Transfer (EFT) within 30 days after receipt of a proper invoice.
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 20% of the contract price. The bond required for this contract is bank guarantee (Vendor Can find a sample of Bank Guarantee form in Attachment No. 1 of this Solicitation).

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):

<table>
<thead>
<tr>
<th>(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
</tr>
<tr>
<td>$5,000.00</td>
</tr>
<tr>
<td>Cumulative</td>
</tr>
<tr>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
</tr>
<tr>
<td>$5,000.00</td>
</tr>
<tr>
<td>Cumulative</td>
</tr>
<tr>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or
customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

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

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

G.3.0 DOCUMENT DESCRIPTIONS

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

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,

(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

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

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,

(2) record shop drawings and other submittals, in the number and form as required by the specifications.
G.4.0 **LAWS AND REGULATIONS** - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

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

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

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

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

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

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 60 days to perform. For each individual the list shall include:

- Last name/Tribal, First name, middle name
- Type and copy of ID (Jensiya, passport,)
- ID number and Citizenship
- Date and place of birth

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

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

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

G.7.0 **SPECIAL WARRANTIES**

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

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

G.8.0 **EQUITABLE ADJUSTMENTS**

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

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

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

G.9.0 **ZONING APPROVALS AND PERMITS**

The Government shall be responsible for:

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

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):

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I. FAR CLAUSES INCORPORATED 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

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)

II. 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

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

B. SUBMISSION OF QUOTATIONS

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

Each quotation must consist of the following:

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<tr>
<td>I</td>
<td>Standard Form 1442 including a completed Attachment 2, &quot;BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS&quot;</td>
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<tr>
<td>II</td>
<td>Performance schedule in the form of a &quot;bar chart&quot; and Business Management/Technical Proposal</td>
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Submit the complete quotation to the address indicated. If mailed, on Standard Form 1442, or if hand-delivered, use the address set forth below:

Embassy WHITE CAC on Al Kindi Street between 0800 and 1600 on regular business days. No proposal will be accepted after the cut-off date and time.

Or electronically to: BaghdadGSOProcBid@state.gov

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

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

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 address of the Offeror's field superintendent for this project.
   (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

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 the 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/lcarrier.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. **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

8. **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 **Wednesday, June 22, 2022, at 10:00a.m.**

(c) Participants will meet at the **White CAC**

D. **MAGNITUDE OF CONSTRUCTION PROJECT**

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

It is anticipated that the range in price of this contract will be between $25,000-$100,000.

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

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

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

Also, the full text of a solicitation provision may be accessed electronically at:  

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](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.

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<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.215-1</td>
<td>INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)</td>
</tr>
</tbody>
</table>
K. EVALUATION CRITERIA

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

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

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

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

(a) Definitions.

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

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

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

(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.

<table>
<thead>
<tr>
<th>FAR Clause # Title Date Change</th>
</tr>
</thead>
</table>

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
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.

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.
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.

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
</tbody>
</table>

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 - SAMPLE LETTER OF BANK GUARANTY

Place [ ]
Date [ ]

Contracting Officer
U.S. Embassy-Baghdad
BaghdadGSOProcBid@state.gov

Letter of Guaranty No. _______

SUBJECT: Performance and Guaranty

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

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

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

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

Depository Institution: [name]
Address:
Representatives: Location: State of Inc.:
__________________________
__________________________
__________________________
Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.
<table>
<thead>
<tr>
<th>No</th>
<th>Descriptions</th>
<th>Unit</th>
<th>Qty</th>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Mobilization / Demobilization</td>
<td>LS</td>
<td>1</td>
<td></td>
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<tr>
<td>B</td>
<td>Submittals – product data &amp; shop drawings</td>
<td>LS</td>
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<tr>
<td>C</td>
<td>safety, QC &amp; management on site</td>
<td>LS</td>
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</tbody>
</table>

| Administration | Sub-Total |

| 2  | Construction Work                                                          |      |     |                |                 |
| A  | Supply and install cable (4*35mm2+1*35mm2) from the MSB 5 electrical penal in Camp Condor to the new electrical panel. | LS   | 1   |                |                 |
| B  | Supply and install new electrical panel to replace the old one that feed the entire Seattle gate. | LS   | 1   |                |                 |
| C  | Start-up, Check-out, and Turnover                                          | LS   | 1   |                |                 |

| Construction | Sub-Total |

| 3  | Basic Bid -                                                                |      |     |                |                 |

| A  | Bid -                                                                      |      |     |                |                 |

| Basic Bid - | Contract Cost          |
ATTACHMENT #3 – DRAWINGS
CONNECT SEATTLE GATE TO THE BEC POWER GRID

PROJECT OUTCOME - AT THE COMPLETION OF THIS PROJECT, SEATTLE GATE WILL BE CONNECTED TO THE BEC POWER GRID

FULL CONFORMANCE WITH OBO STANDARD SPECIFICATIONS - SECTION 263214

DRAWINGS INDEX:
A1 SITE LAYOUT
A2 ENLARGED SITE LAYOUT
A3 DUCTS-BANK DETAILS
E1 SYMBOLS & ABBREVIATIONS
E2 ONE-LINE DIAGRAM FOR THE BUILDING
E3 single line diagram for the backup system
E4 GENERATOR PAD DETAILS
E5 GROUNDING-DETAILS
E6 DUCKS BANK SECTION
C1 CHAIN LINK FENCE DETAILS
200 100 400

9A  TWO DUCTS

8A  ONE CABLE

9  SCALE  TYPICAL DETAIL FOR LV CABLE ROAD CROSSING  NTS

8  SCALE  LV TRENCH CONFIGURATION WITH HDPE PIPE FOR FO CABLE
ATTACK SIDE

FE/BR WALL

6mm STEEL PLATE TYP.

10 mm X 90mm EMBEDMENT ANCHOR

PROTECTED SIDE

6mm STEEL PLATE TYP.

SEE DETAIL "A" CONDUIT

CONTINUOUSLY WELD AT ALL JOINTS

CONTINUOUSLY WELD PLATE TO 50mm X 50mm X 6mm ANGLE

10mm X 90mm EMBEDMENT EXPANSION ANCHOR AT 150mm O.C.

NOTES:

1) THIS DETAIL IS USED FOR BALLISTIC PROTECTION OFPIPES AND CONDUITS IN EXTERIOR HARDLINE WALLS

2) PENETRATION MUST BE LESS THAN 620 SQ CM
2A PLAN

VARIABLE DIMENSIONS OF DP

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIMENSION (MM)</td>
<td>800</td>
<td>830</td>
<td>310</td>
<td>280</td>
<td>500</td>
</tr>
<tr>
<td>DEVIATION (MM)</td>
<td>±30</td>
<td>±30</td>
<td>±30</td>
<td>±30</td>
<td>±30</td>
</tr>
</tbody>
</table>

NOTES:

1. CONTRACTOR SHALL OBTAIN APPROVAL OF SEC BEFORE START OF EXECUTION OF ELECTRICAL WORKS.

2. ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH SPECIFICATIONS AND SEC REGULATIONS AND APPROVAL.

3. PROVIDE GROUNDING FOR ALL EQUIPMENT AND CABLES AS PER SPECIFICATIONS AND SEC REGULATIONS.

2B FRONT VIEW  2C SIDE VIEW

LV DISTRIBUTION PILLAR INSTALLATION DETAIL WITH BASE

CANOPY
LV DISTRIBUTION PILLAR (FIBERGLASS REINFORCED POLYESTER)
DANGER PALTE
4 NOS. BOLTS AND NUTS
FIBERGLASS REINFORCED POLYESTER BASE
FCL  FCL Φ75
CEMENT MORTAR FOR FIXING

SCALE 1:50

N/S
**NOTE:**

1. Use standard backfill for any crossing separation greater than 400mm
NOTES

1. COMPACT BACKFILL IN LANDSCAPE AREAS.
2. UTILITY TRENCH COMPACTION SHALL BE PER SPECIFICATIONS.

TRENCH DETAIL FOR DUCT BANK
DUCT BANK ON DUCT BANK UTILITY CROSSING
**Electrical Handhole Details**

- **UPVC Duct (Size and Number as per Site Plans)**
- **Bell End (Typical)**
- **Polyethylene Sheet**
- **UPVC Duct**
- **Earth Conductor**
- **Sleeve for Earthing Conductor**
- **Ø75 PVC Conduit**

**Detail Notes**

- Painted Angle Steel Bar all around
- Anchor at 300 MM on center welded to angle bar
- Provide water sealant approved for this purpose after installation of cable
- Finish grade level
- 10607 MIN

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**Scale:**

- NTS
STATEMENT of WORK

CONNECT SEATTLE GATE TO THE BEC POWER GRID

U.S. EMBASSY
BAGHDAD, IRAQ

12 June 2022
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Attachments:

**OBO Specification Sections:**

- 01521 Construction Safety and Occupational Health
- 01101 Construction Execution and Coordination
- 02584 Underground Ducts and Utility Structures
- 16050 Basic Electrical Materials
- 16055 Overcurrent Protection
- 16060 Grounding and Bonding
- 16075 Electrical Identification
- 16080 Electrical Testing
- 16120 Conductors and Cables
- 16130 Raceways and Boxes
- 16138 Surface Raceway
- 16139 Cable Trays
- 16140 Wiring Devices
- 01771 Closeout Procedures

**DRAWINGS INDEX.**

- E1 SYMBOLS & ABBREVIATIONS
- E2 CABLE ROUTE
- E3 PENTERATION DETAILS
- E4 DISTRIBUTION PANEL INSTALLATION
1. PROJECT DESCRIPTION

1.1 Project Synopsis
The project requires to connect Seattle gate to the BEC power grid, replace the old electrical panel with a new one. All work will be performed in accordance with applicable U.S. building codes and fully compliant with NFPA/NEC/BS electrical codes and DOS/OBO Safety Standards.

1.2 Background
Seattle gate one of the US embassy gates, this gate fed from stand by generator all the time and there is no alternative power source to feed the gate in case of the standby generator shut down.

1.3 Solution
Contractor will provide all design and engineering services, as well as construction supervision, labor, tools, equipment, and materials necessary to connect the gate to the BEC power grid (feed the gate from Camp Condor MSB5 penal).

2. GENERAL CONDITIONS

2.1 Fixed-Price Proposal. The Contractor shall provide one fixed-priced Proposal for the complete Project that includes every aspect of the Work.

2.2 Specifications
(1) The Work shall be governed by the latest edition of the following:
   A. Attached specification sections
   B. United States Department of State Overseas Buildings Operations
   C. International Building Code
   D. International Mechanical Code
   E. International Plumbing Code
   F. National Electric Code
(2) Should there be a discrepancy between any of the items noted above, the more stringent shall govern.
(3) The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.
2.3 Safety
(1) The Contractor is required to comply with the Construction Safety and Occupational Health Regulations of OBO Specification Section 01521 and the US Army Corps of Engineers Safety and Health requirements Manual. (EM385-1-1).
(2) The Contractor shall be responsible for conducting the work in a manner that ensures the safety of residents, employees and visitors to the Embassy, and the Subcontractor’s employees.

2.4 Special Requirements.
(1) The contractor shall be responsible to locate all existing utility lines prior to any excavation. Prior to disconnecting any existing utility services, the contractor will be responsible to provide a 60-hour advance notice to Facilities Management.
(2) The contractor shall be responsible to submit shop drawings prior to fabrication and release of any materials for FM’s review and approval. FM’s review, however, does not relieve the contractor of the responsibility for the engineering work as to provide a complete working system.
(3) Permit-required confined spaces include sewers, electrical vaults, utility tunnels, sump pits, mechanical rooms, tanks, pits, excavations deeper than 12000mm, as well as other types of enclosures. Any space that is accessed by lifting a manhole cover is a permit-required confined space. The contractor will provide forms for the permit. The contractor shall be responsible to identify activity in confined space and to apply for the POSHO permit prior to initiating work.
(4) The Work shall be executed in a diligent and workmanlike manner in accordance with the negotiated fixed price, this Scope of Work, the Project Schedule, Codes, and references noted above.

2.5 Work force
(1) Contractor shall provide all supervision, skilled and unskilled labor needed to perform the work.
(2) In order to comply with the Embassy’s minimum escort ratio requirement of one (1) escort to four (4) workers, Contractor will have on his staff an employee(s) with an RSO vetted “Escort” Badge.
(3) For Subcontractors, Information for all non-badged staff must be submitted to the Contractor for processing to allow the workers access to the NEC. This list must be resubmitted every 30 days or when modified.
(4) If escorts are needed prior to being vetted by the RSO the Subcontractor may submit a request to the Contractor for Contractor furnished escorts.
3. SCOPE OF WORK

3.1 General Requirements

(1) The Contractor shall provide all design and engineering services, as well as construction labor, logistics, equipment, and material for the Work requested based on the attached and referenced drawings and specifications, and the specific instructions noted in this Statement of Work.

(2) All construction work shall be in conformance with the following Codes:

3.2 Specific Requirements/Scope of Work

The scope of this project shall require detailed design documentation and a complete project that includes contracting information and safety requirements. The project will cover a range of disciplines including civil engineering, life safety, architecture, structural engineering, and low voltage electrical components. This work warrants a complete survey and design before going forward with further review and ultimately permitting. All references listed in this Scope of Work, as well as the standards of OBO for documentation, apply.

3.2.1 Design & Engineering

(1) Layout for the new feeder route.
(2) Electrical load calculations and single line diagram.

3.2.2 Electrical work

(1) The Contractor is to provide all labor, logistics, equipment, and material for the Work requested based on the attached and referenced drawings and specifications, and the specific instructions noted in this Statement of Work.
(2) All drawings shall be sealed by a licensed professional engineer.
(3) When pursuing the work, the contractor is to take extra care as not to damage existing structure.
(4) Contractor shall be responsible for design of all electrical systems required for a complete supply and installation of the feeder cable, replacing the old electrical penal.
(5) Contractor shall be responsible for Feed the gate from nearest electrical penal in the comp condor (MSB5). The new feeder (4*35mm2 + 1*35mm2) shall be installed in cable trays and/or threaded rigid galvanized conduit in exterior above-ground locations, PVC conduit in buried locations, and materials matching the existing installation for interior locations.
(6) Install conduits, junction boxes and new wires between the new main distribution panel and the new electrical panel.

(7) Contractor shall be responsible for all the work that required to Removing and replacing the old panel with new one.

(8) All tests to follow the latest OBO and NEC codes.

(9) Move miscellaneous equipment (backup generator, fuel tanks and other materials) from site

3.3 Cables/Conductors

(1) Conductor Material: Copper only complying with NEMA WC 70; solid conductor for 6.0 mm2 and smaller, stranded for 10.0 mm2 and larger. Copper shall be 98 percent conductivity and hard drawn.

(2) Conductor Insulation Types: Type THHN-THWN, XHHW, SO, or XHHW-2 complying with NEMA WC 70.

(3) Service Entrance: Type XHHW or XHHW-2, single conductors in raceway.

(4) Exposed Feeders: Type THHN-THWN, single conductors in raceway.

(5) Feeders Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.

(6) Feeders Concealed in Concrete, below Slabs-on-Grade, and in Crawlspaces: Type THHN-THWN, single conductors in raceway.

(7) Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.

(8) Support cables according to Section 260508 "Common Work Results for Electrical, Communications and Electronic Safety."

(9) Seal around cables penetrating fire-rated elements according to Division 07 Section on "Penetration Firestopping."

(10) Identify and color-code conductors and cables according to Division 26 Section on “Identification for Electrical Systems.”

(11) Install outdoor underground feeders in concrete encased duct bank in accordance with Section 337105 “Underground Ducts and Raceways.”

(12) Each electronic equipment rack shall be fed by an individual circuit breaker protected branch circuit.

(13) International Type Conductors and Cables: If requests are approved for international type conductors and cables, conductor, and cable ampacities for applications of 600-VAC or less shall not exceed ampacities listed in National Electrical Code Table 310.16.

3.4 Switch Boards

A. switchboards and accessories according to NEMA PB 2.1.

B. Support switchboards on concrete bases, 100-mm nominal thickness.
C. Provide 10 percent spare circuit breakers, 20 percent spaces for future breakers, and 20 percent overall spare current carrying capacity for future expansion.

D. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.

E. Enclosures: Flush or surface-mounted cabinets. NEMA PB 1, Type 1, to meet environmental conditions at installed location.

1. Indoor Locations not Subject to Moisture: NEMA 250, Type 1.
2. Outdoor Locations: NEMA 250, Type 3R.
4. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
5. Locations in Marine Environments: Conforming to corrosion-resistant protection requirements in OBO Electrical Code Chapter 1 and OBO Building Code Appendix R.

6. Separate neutral and grounding buses for all panelboards.
7. [Hazardous Areas Indicated on Drawings: NEMA 250, Type 7C.]
   F. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions: for flush-mounted fronts, overlap box.

G. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Gasketed cover where identified by location.

H. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.


J. Panelboards shall have factory ground neutral connection (links, bonds, screws) removed. Only standalone panelboards may have connections per NFPA 70 (NEC) for service locations.

K. Extra-Capacity Neutral Bus: Neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear loads.

3.5 Conduits

A. Minimum 610mm depth of underground conduit below grade.

B. Provide a pull string for each conduit for future use.

C. Contractor shall comply with OBO Standard Specifications 16130 and 16138, 02585.

D. For underground conduit, provide and install manufactured spacers listed for underground electrical conduit use. Install per manufacturer’s instructions or other approved method.

E. Product Certificates: For concrete and steel used in underground precast manholes, according to ASTM C 858.

F. Product Test Reports: Indicate compliance of manholes with ASTM C 857 and ASTM C 858, based on factory inspection.

G. Comply with ANSI C2 & NFPA 70
H. Coordinate layout and installation of ducts, manholes, and hand holes with final arrangement of other utilities and site grading, as determined in the field.

I. Coordinate elevations of ducts and duct-bank entrances into manholes and hand holes with final profiles of conduits as determined by coordination with other utilities and underground obstructions. Revise locations and elevations from those indicated as required to suit field conditions and to ensure duct runs drain to manholes and hand holes, and as approved by COR.

J. Conduit and fittings are specified in Division 16 Section "Raceways and Boxes."

K. Rigid Nonmetallic Conduit: NEMA TC 2, Type EPC-40-PVC, UL 651, with matching fittings by the same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

L. Warning Tape: Bury warning tape approximately 300 mm above all concrete-encased duct banks. Align tape parallel to and within 75 mm of the centerline of duct bank.

### 3.6 Grounding

A. The contractor shall provide and install a complete grounding system for the new electrical penal, wiring of all new lights and sockets. All connections, splices, ground rod connections and other site terminations to be treated with Cad weld system including welding and coating.

B. Material: Aluminum, copper-clad aluminum, and copper.

C. Equipment Grounding Conductors: Insulated with green-colored insulation.

D. Isolated Ground Conductors: Insulated with green-colored insulation with yellow stripe. On feeders with isolated ground, use colored tape, alternating bands of green and yellow tape to provide a minimum of three bands of green and two bands of yellow.

E. Grounding Electrode Conductors: Stranded copper cable.

F. Underground Conductors: Bare, tinned, stranded, unless otherwise indicated.

G. Ground Rods: Copper-clad steel, size: 21 mm by 3000 mm.

H. Underground Grounding Conductors: Use bare-copper conductor, 95 mm² minimum. Bury at least 600 mm below grade.

I. Install a grounding conductor with at least 50 percent ampacity of the largest phase conductor in the duct bank.

### 3.7 Testing and Commissioning

The contractor shall be responsible for ensuring and verifying in writing that the proposed upgrade the electrical system on Seattle gates as outlined above has been properly installed and fully operational, in accordance with Industry Standards and Specifications and as listed in this Statement of Work. All testing shall be witnessed by FAC-FM or his representative. Contractor shall submit all test reports to the FM for approval. Contractor shall comply with ANSI/NETA ATS-2009 Standard for Acceptance Testing Specifications for Electrical Power Equipment and
3.10 Closeout
A. At completion of work, the Contractor shall clean any impacted areas to a condition equal to original condition.
B. All shipping materials and construction debris are to be disposed of in a legal manner outside of the IZ.
C. Prior to Final Acceptance the Contractor shall submit to the Contracting Officer Representative marked up drawings (As-Builts) reflecting the work as constructed. The drawings shall be digitally submitted on a CD-ROM in both AutoCAD and PDF format.

4. DELIVERABLES

a. Pre-Construction:
   i. Drawings and specifications issued by licensed Electrical Engineer.
   ii. Safety, QC and Security Plan
   iii. Schedule

b. Construction:
   i. Meeting Minutes, Progress reports
   ii. Updated Schedule
   iii. Safety Incidents

c. Close-out
   i. As-built Drawings
   ii. O&M Manuals
   iii. Standard Operating Procedure(s)

5. PROJECT SCHEDULE

a. Construction Milestones, from Notice to Proceed
(All time periods in calendar days)

   i. Notice to Proceed (NTP) 0 Days from NTP
   ii. Project Schedule to FAC 10
   iii. Alternate Materials/Questions 10
   iv. Submittals for Major Equipment 15
   v. Procurement, Shipping 30
   vi. Installation 40
   vii. Construction Completion 50


b. Commencement, execution, and Completion of Work
   The Contractor shall be required to (a) commence work under this contract within five (5) calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the time frame noted above. The time stated for completion shall include final cleanup of the premises.

c. Deliverables
   Construction Schedule 10 Days from NTP
   Project shop drawings 10
   As-Built, Warranties 55

6. RESPONSIBILITIES AND PROJECT MANAGEMENT

   a. The FM will be assigned to ensure quality assurance goals are met. The Contractor shall provide the FM access to the site at all times.

   b. Point of Contact (POC). The FM shall be the main point of contact for this Project. The Contractor shall report to the COR on (a) status of the Project, (b) changes in Schedule, (c) accidents and safety issues, (d) disruptions to elevator or utility services; and all other important information pertaining to the Project.

   c. English Speaking Representative. The Contractor shall provide an English-speaking representative on-site during all working hours with the authority to make all decisions on behalf of the Contractor and subcontractors.

   d. Management Personnel. The Contractor shall staff the site, full-time, with a competent senior manager who shall perform project management. Remote project management is not an option. This individual shall keep a detailed photographic and written history of the project and shall update the Government weekly.

   e. Site Security. The Contractor is responsible for on-site security as necessary to ensure no unauthorized access to their work sites. The Contractor is 100% responsible for securing their working materials and
equipment. Any damage to facilities or infrastructure, which happens due to a lack of security, will be the responsibility of the Contractor to correct.

f. Contractor’s Temporary Work Center. The Contractor will be permitted to use a designated area within the contract limits for operation of his construction equipment and office if warranted. If directed by the Contracting Officer, the Contractor shall not receive additional compensation to relocate his operations. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area within 5 days of final acceptance by the Contractor and shall be disposed of in accordance with applicable host government laws and regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade. The Contractor is responsible for maintaining this area in a clear orderly manner.

g. Health and Safety.

i. The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. The Contractor shall provide cold water to all workers at the job sites. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of eye protection, hard hats, and closed toe shoes.

ii. If the workers arrive on-site with sandals or athletic shoes, the Contractor is expected to provide rubber boots to them or send them home. All construction workers and management personnel must wear hard hats at all times on the construction sites. Contractor provided rubber boots and rubber gloves shall be worn when working around concrete placement. Other PPE such as gloves, dust masks, air respirators (sewage work) are also recommended. These items must be provided at the Contractor’s expense. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment. Any worker at an elevated location above 4 meters, with the exception of a portable ladder, must be provided and utilize a safety harness.

iii. The Contractor shall adhere to the Construction Safety and Occupational Health Regulations of OBO Specification Section 01521.

h. The Contractor must adhere to OSHA 3120, Control of Hazardous Energy (Lockout/Tagout)

i. Confined Spaces.

i. Work conducted in confined spaces shall have a written permit issued by the POSHO. Confined space is any area limited in dimension or ventilation with restricted means of entry or exit. Identify with the FM any spaces which may be subject to permit.

ii. Permit-required confined spaces include sewers, electrical vaults, utility tunnels, sump pits, mechanical rooms, tanks, pits, excavations deeper
than 1200 mm, as well as other types of enclosures. Any space that is accessed by lifting a manhole cover is a permit-required confined space. FM will provide forms for the permit. Contractor shall be responsible to identify activity in confined space and to apply for the POSHO permit prior to initiating work.

j. Progress Payments. If the contract awarded expects to receive more than one (1) progress payment, the Contractor must submit a broken-out Cost Proposal with a Schedule of Values in order to properly calculate the percentage of contract completion.