TABLE OF CONTENTS

SF-18 OR SF-1442 COVER SHEET

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: Standard Form 25, “Performance and Guaranty Bond”
Attachment 2: Standard Form 25A, “Payment Bond”
Attachment 3: Sample Letter of Bank Guaranty
Attachment 4: Breakdown of Price by Divisions of Specifications
Attachment 5: Drawings
Attachment 6: Specifications
SOLICITATION, OFFER, AND AWARD
(Construction, Alteration, or Repair)

1. SOLICITATION NO. 191Z1020Q0022
2. TYPE OF SOLICITATION
   _ SEALED BID (IFB)  
   X NEGOTIATED (RFP)
3. DATE ISSUED 05/13/2020

Page 2 of 55

IMPORTANT - The “offer” section on the reverse must be fully completed by offeror.

4. CONTRACT NO. 
5. REQUISITION/PURCHASE REQUEST NO. MPR0171212
6. PROJECT NO. 

7. ISSUED BY CODE 191Z10
   AMERICAN EMBASSY BAGHDAD
   AL KINDI STREET, INTERNATIONAL ZONE, ATTN:
   GSO/PROCUREMENT (BAGHDAD)
   BAGHDAD
   IRAQ

8. ADDRESS OFFER TO
   AMERICAN EMBASSY BAGHDAD
   AL KINDI STREET, INTERNATIONAL ZONE, ATTN:
   GSO/PROCUREMENT (BAGHDAD)
   BAGHDAD
   IRAQ

9. FOR INFORMATION CALL:
   A. NAME Caitlin Bauer
   B. TELEPHONE NO. (Include area code) BaghdadGSOProcBid@state.gov

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

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

   Section A - Price
   Section B – Scope of Work
   Section C - Packaging
   Section D - Inspection and Acceptance
   Section E - Deliveries or Performance
   Section F - Administration Data
   Section G - Special Requirements
   Section H – Clauses
   Section I – list of Attachments
   Section J – Quotation
   Section K – Evaluation Criteria
   Section L – Representations and Certifications, and other statements of offerors or quoters

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

11. The Contractor shall begin performance within 7 calendar days and complete it within 60 calendar days after receiving _ award. X notice to proceed. This performance period is _ mandatory. X negotiable. (See .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? 12B. CALENDAR DAYS
   (If “YES,” indicate within how many calendar days after award in Item 12B.)
   YES X NO
   10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

   A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4:00 p.m Baghdad local time on June 3, 2020. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.

   B. An offer guarantee is, X 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.
Computer Generated
CFR 53.236-1(e)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

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

CODE
FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS
The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.  
DATE  

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  20B. SIGNATURE  20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT  23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 
ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO _ 10 U.S.C. 2304(c)( ) _ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY  CODE  27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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 stated 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.

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)

Caitlin Bauer

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) |

A.1 **VALUE ADDED TAX**

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

B. **SCOPE OF WORK**

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

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

**The purpose of this project is to provide night-time lighting along River Road in the International Zone, Baghdad between the Black CAC and Camp Olympia Giraffe Gate.**

The site is a 1.3 km paved relatively flat single lane road with t-walls along the southern side. A new light fixture system is required, which shall consist of 72 - 200W LED lights that will be mounted to the t-wall system every 20 meters. Electrical service will be provided by the Black CAC Main Distribution Panel (Zone 1) and from Olympia Giraffe Gate 88kW Generator (Zone 2).

The Contractor is required to develop a schedule showing the milestones in enough detail to plan, manage, quantify, and evaluate schedule performance and number of days required to complete the project. This schedule will be submitted to the COR and the Government Technical Monitor (GTM).

This project work will be performed during normal business hours and there will be no impact to normal business operations at Camp Olympia along River Road. Short work stoppages may be necessary during special events.
The Contractor shall provide all management/supervision, as well as construction labor, logistics, equipment, engineering, and materials for the work requested.

A. Contractor to survey site prior to start of work and mark the location on the T-Wall of each light fixture.
B. Contractor to provide basic construction drawings which include: Site layout/site plan, basic drawing, and revised single line.
C. Overseas Building Operations (OBO) approval/waiver is required and will be obtained by Facilities Management prior to the start of work.
D. During construction, traffic control along River Road is required and shall be provided by the Contractor.
E. Feeder runs lengths are as follows:

<table>
<thead>
<tr>
<th>Zones 1 and 2 are Identical in Size and Lights</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEEDER NUMBER</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Feeder 1</td>
</tr>
<tr>
<td>Feeder 2</td>
</tr>
<tr>
<td>Feeder 3</td>
</tr>
<tr>
<td>Feeder 4</td>
</tr>
<tr>
<td>Feeder 5</td>
</tr>
<tr>
<td>Feeder 6</td>
</tr>
</tbody>
</table>

IMPORTANT NOTE: LED light fixture installation start at the end of each feeder and are 20 meters apart.

Further specifications related to this project are listed in attachment 6.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

191Z1020Q0022
U.S. Embassy Baghdad
D. INSPECTION AND ACCEPTANCE

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

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

D.1 SUBSTANTIAL COMPLETION

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

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

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

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

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.
D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

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

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

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

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
The Contractor shall be required to:

(a) commence work under this contract within seven (7) calendar days after the date the Contractor receives the notice to proceed,
(b) prosecute the work diligently, and,
(c) complete the entire work ready for use not later than 60 days.
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 $400 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 “seven” 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 **Sunday-Saturday between 8:30 a.m. and 3:30 p.m.** Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at U.S. Embassy Baghdad, Al Kindi Street, International Zone, Baghdad to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

| DELIVERABLES - The following items shall be delivered under this contract: |
|---|---|---|---|
| **Description** | **Quantity** | **Deliver Date** | **Deliver To** |
| Section G.  Securities/Insurance | 1 | 10 days after award | CO |
| Section E.  Construction Schedule | 1 | 10 days after award | COR |
| Section E.  Preconstruction Conference | 1 | 10 days after award | COR |
| Section G.  Personnel Biographies | 1 | 10 days after award | COR |
| Section F.  Payment Request | 1 | Last calendar day of each month | COR |
| Section D.  Request for Substantial Completion | 1 | 15 days before inspection | COR |
| Section D.  Request for Final Acceptance | 1 | 5 days before inspection | COR |
F. ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is Jason Dray.

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.

AL KINDI STREET, INTERNATIONAL ZONE
ATTN: FINANCIAL MANAGEMENT OFFICER
G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price.

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>Cumulative</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>Cumulative</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:

Full Name
Place and Date of Birth
Current Address
Identification number
Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

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

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

G.7.0 SPECIAL WARRANTIES

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

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

G.8.0 EQUITABLE ADJUSTMENTS

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

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

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

G.9.0 ZONING APPROVALS AND PERMITS

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [http://www.acquisition.gov/far/](http://www.acquisition.gov/far/) or [http://farsite.hill.af.mil/vffara.htm](http://farsite.hill.af.mil/vffara.htm). Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at [https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl) to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, 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):

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS (NOV 2013)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
</tr>
<tr>
<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)</td>
</tr>
<tr>
<td>52.204-19</td>
<td>INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)</td>
</tr>
<tr>
<td>52.204-25</td>
<td>PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)</td>
</tr>
<tr>
<td>52.209-9</td>
<td>UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)</td>
</tr>
</tbody>
</table>
52.213-4  TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2020)

52.216-7  ALLOWABLE COST AND PAYMENT (JUN 2013)

52.222-1  NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

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

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

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAR 2008)

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

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (JAN 2012)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

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

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11 EXTRAS (APR 1984)
52.232-18 AVAILABILITY OF FUNDS (APR 1984)
52.232-22 LIMITATION OF FUNDS (APR 1984)
52.232-25 PROMPT PAYMENT (JULY 2013)
52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8 OTHER CONTRACTS (APR 1984)
52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12 CLEANING UP (APR 1984)
52.236-13 ACCIDENT PREVENTION (NOV 1991)
52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
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)
(a) **Definitions.** As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—
(1) Means a small business concern—
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern,” consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent
directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code(s) for this acquisition is:

236118 - Construction Management, residential remodeling
236220 - Construction Management, commercial and institutional building or Warehouse construction
237110 - Construction Management, water and sewage line and related structures
237310 - Construction Management, highway road, street or bridge
237990 - Construction Management, outdoor recreation facility

(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.

(c) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

   (i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

   (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: __________.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—

   (i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

   (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: __________.] Each
EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ________.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JUN 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices
to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor’s website that contains the full text of the poster. The link to the Department’s website, as referenced in (b)(3) of this section must read, “Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.”

(b) This required notice, printed by the Department of Labor, can be —
(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or
(2) Provided by the Federal contracting agency, if requested;
(3) Downloaded from the Department of Labor, Office of Labor-Management Standards (OLMS) web site at: http://www.dol.gov/olms/regs/compliance/EO13496.htm; or
(4) Reproduced and used as exact duplicate copies of the Department of Labor’s official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.
(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds $10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.
(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.
(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I. LIST OF ATTACHMENTS

<table>
<thead>
<tr>
<th>ATTACHMENT NUMBER</th>
<th>DESCRIPTION OF ATTACHMENT</th>
<th>NUMBER OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 1</td>
<td>Sample Bank Letter of Guaranty</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 2</td>
<td>Breakdown of Price by Divisions of Specifications</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 3</td>
<td>Drawings</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>Specifications</td>
<td>10</td>
</tr>
</tbody>
</table>
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](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.

<table>
<thead>
<tr>
<th>VOLUME</th>
<th>TITLE</th>
<th>NUMBER OF COPIES*</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Standard Form 18 including a completed Attachment 2, &quot;BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS&quot;</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>Performance schedule in the form of a &quot;bar chart&quot; and Business Management/Technical Proposal</td>
<td></td>
</tr>
</tbody>
</table>
Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below:

Caitlin Bauer  
Contracting Officer  
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.


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

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

Proposed Work Information - Provide the following:

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

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

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
(2) Contract number and type;
(3) Date of the contract award place(s) of performance, and completion dates;
Contract dollar value;
(4) Brief description of the work, including responsibilities; and
(5) Any litigation currently in process or occurring within last 5 years.
C. 52.236-27 SITE VISIT (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 will be scheduled on May 21, 2020 at 10:00 a.m.
(c) Participants will meet at the River Road parking lot.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:
$5,000-$75,000

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: http://acquisition.gov/far/index.html/ or http://farsite.hill.af.mil/vfara.htm. Please note these addresses are subject to change.

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

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

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION
(JAN 2004)
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.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)

52.204-8 Annual Representations and Certifications  (JAN 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is
  __236118, 236220, 237110, 237310, 237990 _____ [insert NAICS code].

  (2) The small business size standard is ____ $36.5 Million USD. _____ [insert size standard].

  (3) The small business size standard for a concern which submits an offer in its own name,
  other than on a construction or service contract, but which proposes to furnish a product which it did
  not itself manufacture, is 500 employees.

(b) (1) If the 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**, CertificationRegarding 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 & Alternate I). 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.

(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) 52.222-22, 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.
37

(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:

   _ (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](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 #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
</thead>
</table>

37
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. **52.225-18 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.4 **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.
L.5  **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.

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

(End of provision)
L.6. 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.

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(End of provision)

L. 7 Contractor Vetting as a Condition of Award

Offerors are advised that successful passing of vetting to evaluate the risk that funds may benefit
terrorists or their supporters is a condition of award. Offerors may be asked to submit
information required by DS Form 4184, Risk Analysis Information (attached to this solicitation)
about their company and its principal personnel. Vetting information is also required for all
subcontract performance on contracts identified by the Department as presenting a risk of
terrorist financing. When vetting information is requested by the Contracting Officer,
information may be submitted on the secure web portal at https://ramportal.state.gov, via email
to RAM@state.gov, or hardcopy to the Contracting Officer. Questions regarding the form may
be emailed to RAM@state.gov. Failure to submit information when requested, or failure to pass
vetting, may be grounds for rejecting your proposal.

(End of provision)
ATTACHMENT #1 - SAMPLE LETTER OF BANK GUARANTY

Place [          ]
Date [          ]

Contracting Officer
U.S. Embassy Baghdad
Al Kindi Street, International Zone, Baghdad

Letter of Guaranty No. _______

SUBJECT: Performance and Guaranty

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

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.
The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

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

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

**ATTACHMENT #2 - UNITED STATES DEPARTMENT OF STATE**

**BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

<table>
<thead>
<tr>
<th>(1) DIVISION/DESCRIPTION</th>
<th>(2) LABOR</th>
<th>(3) MATERIALS</th>
<th>(4) OVERHEAD</th>
<th>(5) PROFIT</th>
<th>(6) TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Requirements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Site Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Metals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Wood and Plastic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Thermal and Moisture</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Doors and Windows</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Finishes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Specialties</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Furnishings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Special Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Conveying Systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Mechanical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL:** ________________

**USD**
Allowance Items:

PROPOSAL PRICE: _________________

TOTAL: ________________ USD

Alternates (list separately; do not total):

Offeror: ____________________________ Date ____________

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS
ATTACHMENT #3 – DRAWINGS
1. PURPOSE
The purpose of this project is to provide night-time lighting along River Road between the Black CAC and Camp Olympia Giraffe Gate. The existing lighting system is not functioning as planned.

The new lighting project will consist of: 72 flood lights attached to new electrical feeders along a 1.3 km long stretch of River Road (between the Black CAC and Olympia). The flood lights and electrical feeders will be mounted to the existing T-walls along River Road.

2. SITE/PROJECT DESCRIPTION
Currently this site is a 1.3 km paved relatively flat single lane road with T-walls along the southern side—see Figure 1. This new light fixtures system consists of 72 - 200W LED lights that will be mounted to the T-wall system every 20 meters. Electrical service will be provided by the Black CAC Main Distribution Panel (Zone 1) and from Olympia Giraffe Gate 88kW Generator (Zone 2).

3. PERIOD OF PERFORMANCE
This project has a 60-day period of performance from notice to proceed (NTP) to completion.

4. SCHEDULE
Contractor is required to develop a schedule showing the milestones in enough detail to plan, manage, quantify and evaluate schedule performance and number of days required to complete the project. This schedule will be submitted to the COR 7 days after NTP.

This project work will be performed during normal business hours and there will be no impact to normal business operations at Camp Olympia or along River Road. Short work stoppages may be necessary during special events.

5. SCOPE OF WORK AND TECHNICAL REQUIREMENTS
The Contractor shall provide all management/supervision, as well as construction labor, logistics, equipment, engineering, and materials for the work requested.

A. Contractor to survey site prior to start of work and mark the location of each light fixture.
B. Contractor to provide basic construction drawings which include: Site layout/site plan, basic drawing, light fixture/feeder cable wall mounting detail, and electrical single line.
C. OBO approval/waiver is required and has been obtained by FAC prior to the start of work.
D. During construction traffic control along River Road is required and will be provided by the Contractor.

Feeder runs lengths are as follows:
**Zones 1 and 2 are identical in Size and Lights**

<table>
<thead>
<tr>
<th>FEEDER NUMBER</th>
<th>~ LENGTH (m)</th>
<th>NUMBER OF LIGHTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feeder 1</td>
<td>800</td>
<td>6</td>
</tr>
<tr>
<td>Feeder 2</td>
<td>680</td>
<td>6</td>
</tr>
<tr>
<td>Feeder 3</td>
<td>560</td>
<td>6</td>
</tr>
<tr>
<td>Feeder 4</td>
<td>440</td>
<td>6</td>
</tr>
<tr>
<td>Feeder 5</td>
<td>320</td>
<td>6</td>
</tr>
<tr>
<td>Feeder 6</td>
<td>220</td>
<td>6</td>
</tr>
</tbody>
</table>

IMPORTANT NOTE: LED light fixture installation start at the end of each feeder and are 20 meters apart.

**ZONE 1**

1. For Zone 1 use spare 16A three pole spare circuit from the existing DP “S-CAC” main distribution panel (see Figure 1) to feed new River Road Lighting Subpanel. Use new NEC 310-16 - 2/0 feeder to connect this breaker to this subpanel. Subpanel

![Figure 1 - MDP at the Black CAC](image)

2. Supply and install Zone 1 River Road Lighting Subpanel - one new 100 A -230V, load center with 5- 20A breakers to feed the circuits on Zone 1. Components must meet:
   - UL 489– Molded-Case Circuit Breakers, Molded-Case Switches and Circuit-Breaker Enclosures
- NEMA 4 - Molded Case Circuit Breakers
- UL 67 – Standards for Panel Boards, Molded-Case Switches and Circuit-Breaker Enclosures
- NEMA PB 1 (National Electrical Manufacturers Association) - Panel boards.

3. Supply and install 6 AWG (16mm2) stranded thin insulated copper conductors (3-wire) with waterproof – sunlight resistant PVC jacket. This will be the main conductor strand from the subpanel 20A breaker to each fixture. This conductor will be hung on the t-wall using proper brackets and concrete anchors. Contractor shall also supply and install a spare 6AWG 3-wire conductor as a spare for future use on each cable run. This will be the main conductor strand from the subpanel 20A breaker to each fixture. This conductor will be hung on the t-wall using proper brackets and concrete anchors. Conductors and mounting brackets shall be NEC 310 compliant and will be approved for use upon specification submittal. Only use copper conductors that are compliant with: ASTM B3/B8, UL Standard 83, UL Standard 493, NFPA 70, 2020.

4. Supply and install LED Street Lighting – 200W, IP65 waterproof, 5 year warranty Fixture shall be UL or ETL listed outdoor-rated flood lighting fixtures installed in accordance with NEC Standards.

5. Lighting to start at the end of each strand and placed 20 meters apart ~ 6 lights per strand. Note: Contractor to mark locations of each LED light for COR approval prior to installing lights. Lighting strands to be sized and use UV resistant IP65 waterproof T Tap wire connector or waterproof outdoor-rated junction box to connect light fixture into the main conductor strand. Follow requirements set forth in NEC and installation must meet NEMA 4 Standard.

6. Supply and install photocell on each circuit (or for the entire panel) to control lights dusk to dawn. Photocell shall be twist-lock receptacle type conforming to NEMA C136.10 or equivalent European/Turkish Standard.

**ZONE 2**

i. For Zone 2 use spare 100A circuit from the existing Giraffe gate unmarked main distribution panel (see Figures 2-3) to feed new River Road Lighting Subpanel. Use new NEC 310 rated - 2/0 feeder to connect this breaker to this subpanel.
Figure 2 - Olympia Giraffe Gate MDP

Figure 3 - Olympia Giraffe Gate 100A Breaker
ii. Supply and install Zone 1 River Road Lighting Subpanel - one new 100 A -230V, load center with 5- 20A breakers to feed the circuits on Zone 1. Components must meet:
  - UL 489– Molded-Case Circuit Breakers, Molded-Case Switches and Circuit-Breaker Enclosures
  - NEMA 4 - Molded Case Circuit Breakers
  - UL 67– Standards for Panel Boards, Molded-Case Switches and Circuit-Breaker Enclosures
  - NEMA PB 1 (National Electrical Manufacturers Association) - Panel boards.

iii. Supply and install 6 AWG (16mm2) stranded thin insulated copper conductors (3-wire) with waterproof – sunlight resistant PVC jacket. This will be the main conductor strand from the subpanel 20A breaker to each fixture. This conductor will be hung on the t-wall using proper brackets and concrete anchors. Contractor shall also supply and install a spare 6AWG 3-wire conductor as a spare for future use on each cable run. Conductors and mounting brackets shall be NEC 310 compliant and will be approved for use upon specification submittal. Only use copper conductors that are compliant with: ASTM B3/B8, UL Standard 83, UL Standard 493, NFPA 70, 2020.

iv. Supply and install LED Street Lighting – 200W, IP65 waterproof, 5 year warranty. Shall be UL or ETL listed outdoor-rated flood lighting fixtures installed in accordance with NEC Standards.

v. Lighting to start at the end of each strand and placed 20 meters apart ~ 6 lights per strand. Note: Contractor to mark locations of each light for COR approval prior to installing lights.

vi. Use UV resistant IP65 waterproof T Tap wire connector or waterproof outdoor - rated junction box to connect light fixture into the main conductor strand. Follow requirements set forth in NEC and installation must meet NEMA 4 Standard.

vii. Supply and install photocell on each circuit (or for the entire panel) to control lights dusk to dawn. Photocell shall be twist-lock receptacle type conforming to NEMA C136.10 or equivalent European/Turkish Standard.

7. VOLTAGE DROPS AND POWER CONCERNS
We will have a maximum of six - 200W LED light fixtures on each max ~ 800 meters of lights. Since each fixture requires 1.1 amps we should have approximately 7 amps of draw in this longest circuit (0.8 km long). This 7 A draw on this longest circuit will have a 9% voltage loss (20V) – which is acceptable.

8. ALTERNATIVE PROPOSALS/EFFICIENCY IMPROVEMENTS
- Alternative proposals may be submitted by the Contractor if they can demonstrate enhanced value.
- Extra cost of such improvement and extra benefit to DOS of such improvement, above that of the requested base overhaul scope shall be clearly identified.
9. **POINT OF CONTACT RESPONSIBILITIES**

The COR shall have a single point of contact (POC) who the responsibility within contractor’s organization to perform all tasks has specified herein including but not limited to:

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

10. **ADDITIONAL REQUIREMENTS**

Debris, rubbish, and non-usable material resulting from the work under this contract shall be removed by the contractor. The Contractor shall dispose of material in the proper environmentally friendly manner and method.

All exact dimensions will be determined and staked in the field during the site survey.

11. **SAFETY**

The Contractor shall be responsible for the safety of its employees during all Contractor operations conducted in accordance with this SOW and in accordance with the Occupational Safety and Health Administration (OSHA) safety regulations and guidance. In addition, all work shall be conducted in a safe manner and shall comply with the US Army Corps of Engineers’ Safety and Health Manual, EM-385-1-1.

Contractor shall present their company safety plan as part of their proposal. The credentials of the Contractor’s Safety Manager (ESH Manager) should be submitted in conjunction with the safety plan. Contractor’s ESH Manager will review and approve the safety plan before work begins.

Contractor ESH Manager requires the following credentials as follows: 1 - OSHA 30-hour certification in General Industry or Construction, or 2 - NEBOSH International General Certificate.

The US Government shall regularly evaluate the effectiveness of Contractor’s safety and health plan in terms of number of occurrences and severity of mishaps.

Emergency contact information for Contractor shall be provided to Contractor upon notification of award. This information shall include name and contact information for the owner of the company, a written service agreement with an ambulance provider who has access to BEC’s main entrance CAC, and a copy of the ambulance agreement in English and Arabic. The ambulance service agreement must list the location of the proposed emergency facility and shall always be on site with Contractor’s senior employee.
Contractor shall provide all Personal Protective Equipment (PPE) required to perform the work specified in this SOW. Contractor employees not adhering to the defined PPE requirements are a risk and will be directed to vacate the compound.

A. **Contractor’s Safety Manager.**

Contractor’s Safety Manager shall:

1. Be required to enter the job site each day work is in progress.
2. Have the skills to effectively communicate in English both verbally and in writing.
3. Be responsible for ensuring that OSHA Workplace Standards are always being followed.
4. Be responsible for keeping the work area(s) safe, organized, and clean during and after working hours for the duration of contract performance.
5. Ensure all safety guidelines on Post are complied with.
6. Have an alternate Safety Officer available if the Safety Manager is unavailable for any reason.

B. **Medical**

1. Contractor shall notify DOS of all Contractor employee injuries while working on compound. Contractor shall provide an injury report in Microsoft Word detailing the events that caused the injury, illness, or near miss.
2. Contractor will be responsible to arrange for, and bear the expense of, any transportation required to move an injured employee to an appropriate Iraqi medical facility or other available medical facility.
3. Emergency medical resuscitative care for life threatening injuries sustained while working on this project (employed under the terms of this subcontract) shall be provided by the Contractor.
4. The Contractor will be responsible to arrange for, and bear the expense of, any transportation required to move the injured employee to an appropriate Iraqi medical facility.
5. Under no circumstance shall the DOS be responsible for any ongoing medical care for injuries or sickness of Contractor employees. Ongoing medical care for each employee shall be the complete responsibility of the Contractor.

C. **Reporting**

1. Contractor is required to submit an initial notification (by phone or in person) to DOS’s ESH Manager (POSHO) and the COR within 15 minutes (or as soon as possible) of any incident, illness, or injury involving Contractor personnel. This includes work-related property damage incidents, motor vehicle incidents, real or possible exposure from any substance, occupational injuries or illnesses, non-occupational injuries, or any injury or illness (occupational or not) that requires medical attention, evacuation, or hospital admission.
2. A written incident report shall be provided to POSHO and the COR within four hours of initial notification.
3. Contractor shall immediately notify POSHO and the COR of all incidents which involve harm, or the threat of harm, to the life, health, or safety of any person during the execution of the project. The initial notification shall be verbal, followed by a written incident report within four hours to Contractor.

4. Contractor shall maintain all incident reports and provide copies to POSHO upon request.

5. Prior to any work performance, Contractor shall evaluate the work to be performed and identify any potential safety-related hazards other than electrocution or arc flash hazards. Contractor shall furnish a work plan to the COR that includes a hazard analysis, identification of hazards, lock-out/tag-out procedures, and steps, processes, or procedures the Contractor will take to eliminate or mitigate the identified hazards. The hazard analysis shall be furnished two (2) business days prior to the planned or scheduled work.

6. Prior to the commencement of any work within or on facilities, Contractor shall coordinate and schedule all work, notifying the DOS Contracting Officer or his/her Representative of the facility or area being affected. All notifications shall be in writing and include the duration and type of work to be performed. Should work progress temporarily halt before task completion, Contractor shall provide the reason for delay and the projected date and time work will be resumed and completed.

7. An Activity Hazard Analysis (AHA) shall be presented prior to the start of the job. Daily documented safety meetings are required to work on any Contractor project, and Contractor shall submit a weekly safety report to the COR.

D. OSHA Required Personal Protective Equipment

1. Eye and Face Protection
   - Face shields are to be worn any time work operations can cause foreign objects to get in the eye. For example, during welding, cutting, grinding, nailing (or when working with concrete and/or harmful chemicals or when exposed to flying particles). There is zero tolerance for failure to adhere to this requirement.
   - Arc Flash PPE appropriate to the amount of energy is to be worn when exposed to any electrical hazards, including working on energized electrical systems.
   - Safety glasses shall be impact rated (ANSI Z87.1-2010) and should be of the wraparound style or have side shields.

2. Foot Protection
   - Safety boots of either steel or composite toes are always worn while on the grounds of any Contractor worksite. The footwear must have a minimum rating of 75 pounds impact and 75 pounds of compression. Workers should wear work shoes or boots with slip-resistant and puncture-resistant soles. There is zero tolerance for failure to adhere to this requirement.
   - Welders are required to wear welding boots. There is zero tolerance for failure to adhere to this requirement.
   - At no time should Contractor employees be in sneakers or sandals while on the compound.
3. **Hand Protection**
   - Gloves should fit snugly.
   - Workers should wear the right gloves for the job (examples: heavy-duty rubber gloves for concrete work; welding gloves for welding; insulated gloves and sleeves when exposed to electrical hazards).

4. **Head Protection**
   - A Class 1G-rated hardhat is the minimal hard hat rating acceptable to use on Contractor’s projects.
   - Hardhats that have dents, cracks, signs of deterioration, or have received a heavy blow or electrical shock shall be replaced.
   - Hardhats should be Safety Orange in color and should have the name of Contractor’s company visible either by logo or in writing.

5. **Hearing Protection**
   - Ear plugs should have a minimal rating of 29 dB and be readily available. Ear plugs are to be used when the decibel (dB) level is above 85 and the employee is exposed to that noise level.
   - Earmuffs can be used in place of earplugs if desired. Earmuffs must be rated to provide at least 33 dB protection.
   - In environments where dB ratings exceed 100, both earplugs and earmuffs are to be worn. This is a zero-tolerance policy.

6. **Fall Protection**
   - Fall protection shall be used by any employee on a walking/working surface 6 feet (1.8 m) or more above lower levels.
   - Workers shall be protected from falling by a guardrail system, safety net system, or personal fall arrest system capable of holding 400 pounds (182 kg).
   - Any scaffolding that must be erected must have an inspection by Contractor’s Safety representative certifying the scaffold is in good repair and is safe to use.
   - Scaffolding erection is to be done by Contractor’s designated competent person for scaffolding erection and inspection.

E. **Lock Out / Tag Out**
   When applicable, Contractor shall adhere to Lock Out / Tag Out (LOTO) procedures as recommended by OSHA/NEBOSH. A daily LOTO log will be submitted to DOS by close of business. There is zero tolerance for failure to adhere to this requirement.

F. **Waste**
   Contractor is responsible for the cost of waste disposal.

G. **Hazardous Waste**
   Any hazardous waste generated by Contractor is the Contractor’s responsibility. This includes removal from the work site and off the compound and shall be contained and disposed of at the COR’s direction.
Contractor shall be responsible for the mitigation and remediation of any hazardous waste spill created by Contractor or as a result of Contractor’s work.

**H. Safety Data Sheets**
Contractor is required to maintain a Safety Data Sheet (SDS) book that contains an index and SDS for every chemical used by Contractor while on compound and working under this SOW.

**I. Miscellaneous Safety Requirements**
1. Contractor employees are not allowed to ride in the back of trucks or on sides of equipment, etc. Employees should only ride in or on vehicles when there is a seat with a functioning safety belt provided. Employees and driver shall buckle their seatbelts at all times while in the vehicle.
2. Contractor shall demonstrate proactive and innovative safety practices on a continual basis throughout the contract period.
3. Contractor shall protect construction from damage by construction equipment, repair all damage caused by Contractor’s construction techniques, and take all necessary precautions to prevent damage to adjacent structures and utilities.
4. Contractor shall protect and maintain the functionality of existing mechanical, electrical, and technical systems to the greatest extent possible while performing any retrofit, demolition, replacement, repair, service, commissioning, testing, and troubleshooting work activities. Contractor shall follow all OSHA regulations to ensure facility function and to maintain personnel safety and accident prevention.
5. All electrical work as practical (except for testing activities) shall be conducted and executed by Contractor with the equipment being worked upon in an un-energized state.

**J. SITE SUPERVISOR EXPERIENCE AND QUALIFICATIONS**
The Site Supervisor shall possess a minimum of five years on-the-job experience with civil work and activities identical to those required and specified within these scope of work requirements.

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

A. NECA (National Electrical Contractors Association) - Standard of Installation

B. NEC (National Electrical Code)


D. UL 67 ((Underwriters Laboratories, Inc.) – Standards for Panel Boards, Molded-Case Switches and Circuit-Breaker Enclosures

E. NEMA PB 1 (National Electrical Manufacturers Association) - Panel boards.

F. NEMA PB 1.1 (National Electrical Manufacturers Association) - General Instructions for Proper Installation, Operation, and Maintenance of Panel boards Rated 600 Volts or less.


H. UL 1449, Standard for Safety, Transient Voltage Surge Suppressors and UL 1283, Electromagnetic Interference Filters