AMENDMENT OF SOLICITATION/	MODIFICATION O	F CONTRACT	1. CONTRACT ID CO	ODE I	PAGE OF PAGES 1 45
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCH/ PR7348236-0001	ASE REQ. NO.	5. PROJECT N	NO. (If applicable)
6. ISSUED BY CODE AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/PI BAGHDAD IRAQ	IZ100 ROCUREMENT (BAGHDAD)	7. ADMINISTERED BY (IF AMERICAN EMBASSY B. AL KINDI STREET, INTER (BAGHDAD) BAGHDAD IRAQ	AGHDAD	CODE [UREMENT
8. NAME AND ADDRESS OF CONTRACTOR (No., street, co	ounty, State and ZIP Code)		NO. 191Z1018Q003 9B. DATED (SE 06/26/2018	E ITEM 11)	RACT/ORDER NO.
CODE FA	CILITY CODE				
11. THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF SO	OLICITATIONS		
	Location the solicitation and amen LIOR TO THE HOUR AND DA I, such change may be made bur and date specified.	TE SPECIFIED MAY RESUL by telegram or letter, provide	DF YOUR ACKNOWLE T IN REJECTION OF d each telegram or lett CONTRACTS/OR	EDGMENT TO BE YOUR OFFER. I er makes referen	E RECEIVED AT THE f by virtue of this
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURS NO. IN ITEM 10A.	SUANT TO: (Specify authorit	y) THE CHANGES SET FOR	RTH IN ITEM 14 ARE I	MADE IN THE CO	
B. THE ABOVE NUMBERED CONTRACT/O date, etc.) SET FORTH IN ITEM 14, PUR: C. THIS SUPPLEMENTAL AGREEMENT IS	SUANT TO THE AUTHORITY	OF FAR 43.103(b).	/E CHANGES (such a	s changes in payi	ing office, appropriation
D. OTHER (Specify type of modification and	authority)				
	is required to sign this d			ies to the issu	uing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organization of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of this amendment is to make characteristic of the purpose of the pu	anges to the scope of wo	ork. see next pages.	ed, remains unchange	d and in full force	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of C	ontracting Officer)		

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

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

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

<u>VALUE ADDED TAX (VAT)</u>. 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.

C. <u>PACKAGING AND MARKING</u>

Mark materials delivered to the site as follows:

To be determined after awarding

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 <u>FINAL INSPECTION AND TESTS</u>. 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 <u>FINAL ACCEPTANCE</u>. 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. <u>DELIVERIES OR PERFORMANCE</u>

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

The Contractor shall be required to:

- (a) commence work under this contract within _____5_ calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than <u>50</u> calendar days after the date the Contractor receives the notice to proceed,

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 (to be determined after awarding) 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 (10) 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 U.S. Embassy Baghdad regular working days from Sundays through Thursdays, from 08:00 to 17:00. 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

[Note to Contracting Officer: include if necessary] A preconstruction conference will be held 10 days after contract award at [Note to Contracting Officer: insert address] 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		<u>Deliver To</u>	
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
		Last calendar day	
Section F. Payment Request	1	of each month	COR
		15 days before	
Section D. Request for Substantial Completion	1	inspection	COR
		5 days before	
Section D. Request for Final Acceptance	1	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 Regional Security Office.

<u>Payment</u>: The Contractor's attention is directed to Section H, 52.232-5, "Payments under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

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

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

The invoice shall be submitted to the email below after completion and acceptance of the project

BaghdadVendorInvoice@state.gov

G. SPECIAL REQUIREMENTS

- G.1.0 <u>PERFORMANCE/PAYMENT PROTECTION</u> The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% 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 <u>INSURANCE</u> 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 <u>GENERAL LIABILITY</u> (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS		
Per Occurrence \$10,000.00USD		
Cumulative	\$50,000.00USD	
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS		
Per Occurrence \$10,000.00USD		
Cumulative	\$50,000.00USD	

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 <u>SUPPLEMENTAL DOCUMENTS</u>: 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 <u>DOCUMENTS</u>. 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 <u>LAWS AND REGULATIONS</u> 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 <u>CONSTRUCTION PERSONNEL</u> 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, the approved applicants will have access to the site. This access 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. <u>CLAUSES</u>

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/ or http://farsite.hill.af.mil/vffara.htm. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl plto 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):

<u>CLAUSE</u>	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2018)
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 (JULY 2013)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)

52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) <i>Alternate I (SEPT 1996)</i>
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)
	(End of clause)

(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 is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. <u>LIST OF ATTACHMENTS</u>

ATTACHMENT		NUMBER OF
NUMBER	DESCRIPTION OF ATTACHMENT	PAGES
Attachment 1	Standard Form 25, "Performance and Guaranty Bond"	2
Attachment 2	Standard Form 25A, "Payment Bond"	1
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Price by Divisions of Specifications	1
Attachment 5	Drawings	1
Attachment 6	Specifications	1

J. QUOTATION INFORMATION

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

A. QUALIFICATIONS OF OFFERORS

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

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

B. **SUBMISSION OF QUOTATIONS**

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

Each quotation must consist of the following:			
VOLUME	TITLE	NUMBER OF	
		COPIES*	
I	Standard Form 18 including a completed Attachment 4,	1	
	"BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF		
	SPECIFICATIONS		
II	Performance schedule in the form of a "bar chart" and	1	
	Business Management/Technical Proposal		

Submit the complete quotation to the address indicated. If mailed, on Standard Form 1442, or if hand-delivered, use the address set forth below:

Al kindi Street, International Zone	
American Embassy Baghdad / Blue CAC	
Baghdad, Iraq	

Or by email to <u>baghdadgsoprocbid@state.gov</u>

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

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

- (a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.
- (b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

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

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

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

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

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
 - (b) A site visit has been scheduled for [See Cover Letter].
 - (c) Participants will meet at [See Cover Letter].

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: \$25,000.00 - \$100,000.00

E. <u>LATE QUOTATIONS</u>. Late quotations shall be handled in accordance with FAR.

F. 52.252<u>-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB</u> 1998)

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

Also, the full text of a solicitation provision may be accessed electronically at: http://acquisition.gov/far/index.html/ or http://farsite.hill.af.mil/vffara.htm. Please note these addresses are subject to change.

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

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

<u>PROVISION</u>	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.215-1 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.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

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

(a) Definitions.

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

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments
- (c) otherwise due under the contract.
- (d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpa	yer 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.
	of Organization. Sole Proprietorship; Partnership; Corporate Entity (not tax exempt); Corporate Entity (tax exempt); Government Entity (Federal, State or local); Foreign Government;

	☐ International organization per 26 CFR 1.6049-4;
	□ Other
(f)	Common Parent.
	☐ Offeror is not owned or controlled by a common parent as defined in paragraph
	(a) of this clause.
	☐ Name and TIN of common parent:
	Name
	TIN
	(End of provision)

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (Jan 2018)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, and 237990.
 - (2) The small business size standard is \$36.5M.
- (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 <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at <u>52.204-7</u> is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - □ (i) Paragraph (d) applies.
- \Box (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) <u>52.203-2</u>, 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 <u>Part</u> 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) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$250,000.
- (iii) <u>52.203-18</u>, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at <u>52.204-7</u>, System for Award Management.
- (v) <u>52.204-5</u>, 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) <u>52.209-2</u>, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) <u>52.209-5</u>, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) <u>52.209-11</u>, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) <u>52.214-14</u>, 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.
- (x) $\underline{52.215-6}$, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) <u>52.219-1</u>, 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.
- (xii) <u>52.219-2</u>, 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.
- (xiii) <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at <u>52.222-26</u>, Equal Opportunity.
- (xiv) <u>52.222-25</u>, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at <u>52.222-26</u>, Equal Opportunity.

- (xv) <u>52.222-38</u>, 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.
- (xvi) <u>52.223-1</u>, Bio based Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at <u>52.223-2</u>, Affirmative Procurement of Bio based Products Under Service and Construction Contracts.
- (xvii) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xviii) <u>52.223-22</u>, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at <u>52.204-7</u>.
- (xix) $\underline{52.225-2}$, Buy American Certificate. This provision applies to solicitations containing the clause at $\underline{52.225-1}$.
- (xx) <u>52.225-4</u>, 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 \$80,317, the provision with its Alternate II applies.
- (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) $\underline{52.225-6}$, Trade Agreements Certificate. This provision applies to solicitations containing the clause at $\underline{52.225-5}$.
- (xxii) <u>52.225-20</u>, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xxiii) <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxiv) <u>52.226-2</u>, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer Check as appropriate.]

- __ (i) <u>52.204-17</u>, Ownership or Control of Offeror.
- __ (ii) <u>52.204-20</u>, Predecessor of Offeror.

- _X_ (iii) <u>52.222-18</u>, Certification Regarding Knowledge of Child Labor for Listed End Products.
- _X_ (IV) <u>52.222-48</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- _X_ (v) <u>52.222-52</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- __ (VI) <u>52.223-9</u>, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
 - __(vii) <u>52.227-6</u>, Royalty Information.
 - __ (A) Basic.
 - (B) Alternate I.
- _X_ (viii) <u>52.227-15</u>, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

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.

Name:	
Telephone Number:	
Address:	

L.5 <u>52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS</u> 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 <u>9.108-2</u>(b) applies or the requirement is waived in accordance with the procedures at <u>9.108-4</u>.
 - (c) Representation. The Offeror represents that.
 - (1) It \Box is, \Box is not an inverted domestic corporation; and
 - (2) It \Box is, \Box is not a subsidiary of an inverted domestic corporation.

(End of provision)

ATTACHMENT #1

STANDARD FROM 25, "PERFORMANCE AND GUARANTY BOND" Reserved

ATTACHMENT #2

STANDARD FORM 25A, "PAYMENT BOND" Reserved

ATTACHMENT #3 - SAMPLE LETTER OF BANK GUARANTY

	Place [-
Contracting Officer	Date []
U.S. Embassy, Baghdad		
baghdadgsoprocbid@state.gov		
I SUBJECT: Performance and Guaranty	Letter of G	uaranty No
The Undersigned, acting as the duly authorize hereby guarantees to make payment to the Co	-	
Treasurer of the United States, immediately unfrom the Contracting Officer, immediately and	pon notice	, after receipt of a simple written request
Officer to protest or take any legal action or o any other proof, action, or decision by another	btain the p	prior consent of the Contractor to show
of the contract price in U.S. dollars during th	he period e	ending with the date of final acceptance
and 10% of the contract price during contrac	•	
required of the Contractor to guarantee fulfills		
complete, and timely performance of the said Bank Razor Wire Installation at [the U.S. E.		, ,
terms, conditions and specifications of said co	-	
[name of contractor/ to be determined after a		
[contract date/TBD], plus legal charges of 10		
on the sixth day following receipt of the Contr		
payment.		
The undersigned agrees and consents that said Supplemental Agreement affecting the validit amount of this guaranty shall remain unchang	y of the gu	• •
The undersigned agrees and consents that the	Contractin	og Officer may make repeated partial
demands on the guaranty up to the total amou		
honor each individual demand.	iii or tiiis g	duranty, and the bank will promptly
nonor such marraum demana.		
This letter of guaranty shall remain in effect u	ıntil 3 mon	ths after completion of the guaranty
period of Contract requirement.		
Depository Institution: [name]		
Address:		
Representatives:		Location:
		State of Inc.:
		Corporate Seal:

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

document.

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

(1) DIVISION/DESCRIPTION (5) PROFIT (6) TOTAL	(2) LABOR	(3) MATERIALS	(4) OVERHEAD
 General Requirements Site Work 			
3. Concrete 4. Masonry			
5. Metals6. Wood and Plastic			
7. Thermal and Moisture 8. Doors and Windows			
9. Finishes 10. Specialties			
11. Equipment 12. Furnishings			<u> </u>
13. Special Construction 14. Conveying Systems			
15. Mechanical16. Electrical			
		TOTAL:	
Allowance Items:			
TOTAL:	PRO	OPOSAL PRICE: _	
Alternates (list separately; do not	total):		
Offeror:		Date	

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

ATTACHMENT #5 – DRAWINGS

Will be provided on a separate document

ATTACHMENT #6 - SPECIFICATIONS



STATEMENT of WORK

General Construction SERVICES
For
BEC RIVER BANK RAZOR WIRE

U.S. EMBASSY BAGHDAD, IRAQ

June 26, 2018

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Attachments

T1 Title Sheet
A1 Concertina Wire Detail 1
A2 Concertina Wire Detail 2
A3 T-Wall Fence Opening Closure Detail
A4 X-Steel Supporter Detail
A5 West Side Fence Opening Closure Detail

PROJECT DESCRIPTION

E. Project Synopsis

The project will provide a razor wire barrier along the river side of the South Perimeter wall (from the West to the East).

GENERAL REQUIREMENTS

- 1. **Fixed-Price Proposal.** The Contractor shall provide one fixed-priced Proposal for the complete Project that includes every aspect of the Work.
- 2. **Specifications.** The Work shall be governed by the United States Department of State Overseas Buildings Operations New Embassy Compound, Baghdad, Iraq Master Specifications. International Codes, which includes the International Building Code, International Mechanical Code, International Plumbing Code, and 2008 National Electrical Code, also are applicable. Should there be a discrepancy between the NEC Specifications and the applicable Building Code and National Electrical Code, the more stringent of the two shall govern.
 - The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.
- 3. **Execution.** The Work shall be executed in a diligent and workmanlike manner in accordance with the negotiated fixed-price, this Scope of Work, the Project Schedule, International Building Codes, and the laws of the City of Baghdad where applicable.
- 4. **Work Hours.** Unless otherwise agreed with Facilities Management (FAC), the Work shall be executed during normal Embassy work hours. Night, weekend or holiday work shall not be permitted except as arranged in advance with Facilities Management. Embassy holiday schedule is available from Facilities Management.
- 5. **Safety.** The Contractor shall be responsible for conducting the work in a manner that ensures the safety of residents, employees and visitors to the Embassy, and the Contractor's employees.
- 6. **Workforce.** The Contractor shall provide all skilled and unskilled labor needed to perform the Work. The Contractor shall be responsible to submit a request to the Government at least 48 hours prior to the start of work to include worker and vehicle information for the project.
- 7. **Subcontractors**. Contractor shall be responsible for the conduct and workmanship of Subcontractors engaged in the Project, and for Subcontractors compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior and workmanship of Subcontractors while on Embassy property.
- 8. **Modification to Contract**. The Contractor shall not incur any costs beyond those described in this SOW unless directed otherwise in writing by the Contracting Officer. Any work performed by the Contractor beyond this SOW without written direction from the Contracting Officer will be at the Contractor's own risk and at no cost to the Embassy.
- 9. **Stop Work**. At any time during the Project, the Contracting Officer reserves the right to Stop Work for protection of employees or visitors, security, or any other reason at his/her discretion.
- 10. **Construction Cost Breakdown**. The Government provided "Construction Cost Breakdown" is for bid comparison only, and the contractor is responsible to field measure and to quantify the required materials and tasks as to complete the job.

- 11. **Submittals.** The contractor is responsible to submit shop drawings prior to fabrication, Construction and release of any materials for the FAC Engineer's review and approval. The Engineer's review, however, does not relieve of the contractor's responsibility for the engineering work as to provide a complete working system.
- 12. **Excavation and Utilities.** The contractor is responsible to locate all existing utility lines prior to any excavation. Prior to disconnecting any existing utility services, the contractor is responsible to provide 48-hour advance notice to the FAC Engineer.
- 13. **Close-out.** Prior to final acceptance, the contractor is to submit to the Contracting Officers Representative marked up drawings (As-Built) reflecting the work as constructed. The drawings shall be digitally submitted on a CD-ROM in both AutoCAD and PDF format.
- 14. **Housekeeping.** The contractor is responsible to clean up daily after working hours. The contractor shall not leave tools/equipment within the work area overnight. All tools/equipment should be removed at the end of each day and brought back the following day to support the contractor's tasking.

BID FORM

Construction Cost Breakdown, U.S. Embassy, Baghdad, Iraq

No	Descriptions	Unit	Qty	Unit Price \$	Total Price \$
1	Administration				
Α	Mobilization / Demobilization	LS	1		
В	Submittals - product data & shop drawings	LS	1		
	Administration			Sub-Total	
2	Construction Work				
A	Provide Razor Wire as detailed in the drawings.	LM	630		
В	For both West and East Side, block the opening between the existing T-wall and the new razor wire fence	LS	2		
	Construction			Sub-Total	
3	DBA Insurance				
A	Contractor shall cover each of its workers at the site with DBA Workers' Compensation coverage, and require its subcontractors to do the same. Contractor must furnish certificate evidencing this coverage to Engineer prior to starting work.	LS	1		
	DBA Insurance			Sub-Total	
	Items 1 thru 2			Sub-Total	
				G & A	
		_		Sub-Total	
				Profit	
4	Basic Bid -			Contract Cost	

A	Bid -		Contract Cost	

Scope of Work:

1. General

- a. Within 5 days of Notice to Proceed, the contractor shall provide to the COR a project schedule showing start to completion.
- b. Within 10 days of NTP, the Contractor shall provide to the COR details of the proposed construction utilizing written description and shop drawings, indicating lines, cross sections, elevations and sub-grades for each building location in accordance with the layout supplied with this SOW.
- c. The contractor is responsible to dispose of the construction debris outside of the IZ. Include, but not limited to construction debris, packing materials, and scrap steel.
- d. The contractor is responsible to properly layout and prepare for the concrete pour based on locations provided by FAC.
- e. The contractor is responsible to install a mockup of the path of razor-wire to be installed along the River Bank prior to any formal installation.
- f. When pursuing the work, the contractor is to take extra care as not to damage existing infrastructure.

2. Construction Work

Refer to the attached drawings A1-A4

The vertical and horizontal orientation in addition to the work and material quality shall be as directed and approved by the COR.

Triple Concertina Wire Fence

Provide and install 2.0 m height galvanized bladed barbed wires with steel anchors as detailed in the drawings. The 900mm bladed barbed wire coils at the bottom shall be intertwined as shown in drawing A1 with coil loops to not exceed 200mm.

Horizontal galvanized razor bladed wires shall be placed on the vertical steel anchors every 500mm and they shall be attached in slots. The steel anchors shall be embedded sulphate resistant concrete footing and they shall be painted with three layers of anti-rust paint.

River Boat Ramp

Provide and install the barbed wire barrier matching the barbed wire barrier detailed in the drawing and as directed and approved by the COR.

Closure of the Opening between the T-Wall and the Razor Wire Fence

For both ends of the barrier at East and West sides, provide and install 5mm steel plate with framing members between the existing T-Wall (or the existing embassy concrete wall) and the razor wire barrier as detailed in drawings A3 and A5 respectively.

Provide and install 300mm barbed wires on the top of the closing frame as detailed in the drawings. Two tension razor wires shall enclose and tighten the barbed wire coils on both sides.

For the East side opening closure, a steel column adjacent to the wall shall be installed plumb into the concrete footing without anchoring or disturbing the existing embassy concrete boundary wall. All steel members with the plate shall be painted with three layers of anti-rust paint and shall be approved by FAC.

3. Closeout

- a. At completion of work, the Contractor shall clean any impacted areas to a condition equal to original condition.
- b. All shipping materials and construction debris are to be disposed of in a legal manner outside of the IZ.
- c. Prior to final acceptance the Contractor shall submit to the Contracting Officers Representative marked up drawings (As-Built) reflecting the work as constructed. The drawings shall be digitally submitted on a CD-ROM in both AutoCAD and PDF format.
- After final acceptance the contractor will receive a Performance Evaluation Report for this contract.

Elements to evaluate:

- A. Quality of work
- B. Timely Performance
- C. Effectiveness of Management
- D. Compliance with Labor Standards
- E. Compliance with Safety Standards

PROJECT SCHEDULE

1. Approximate dates of pre-award activities

Pre-Bid Site Survey	o/a
Bids Due	o/a
Contract Award	o/a
Notice to Proceed (NTP)	o/a

2. Construction Milestones, from Notice to Proceed

Notice to Proceed (NTP)	0	Days from NTP
Project Schedule	2	
Project Design Notes / Sketches	2	
FAC Review	3	
Procurement, Shipping	5	

Fabrication and Installation	40
Construction Completion	45
Project Acceptance	50

3. Commencement, Prosecution, and Completion of Work

The Contractor shall be required to (a) commence work under this contract within five (5) calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than fifty (50) calendar days after NTP. The time stated for completion shall include final cleanup of the premises.

RESPONSIBILITIES AND PROJECT MANAGEMENT

- 1. **COR.** A Contracting Officers Representative (COR) will be assigned to ensure quality assurance goals are met. The Contractor shall provide the COR access to the site at all times.
- 2. **Point of Contact.** The COR shall be the main point of contact for this Project. The Contractor shall report to the COR on (a) status of the Project, (b) changes in Schedule, (c) accidents and safety issues, (d) disruptions to utility services; and all other important information pertaining to the Project
- 3. **English Speaking Representative**. The Contractor shall provide an English-speaking representative on-site during all working hours with the authority to make all decisions on behalf of the Contractor and subcontractors.
- 4. **Management Personnel.** The Contractor shall staff the site, full-time, with a competent senior manager who shall perform project management. Remote project management is not an option. This individual shall keep a detailed photographic and written history of the project and shall update the Government weekly.
- 5. **Site Security.** The Contractor is responsible for on-site security as necessary to ensure no unauthorized access to their work sites. The Contractor is 100% responsible for securing their work materials and equipment. Any damage to facilities or infrastructure, which happens due to a lack of security, will be the responsibility of the Contractor to correct.
- 6. **Contractor's Temporary Work Center.** The Contractor will be permitted to use a designated area within the contract limits for operation of his construction equipment and office if warranted. If directed by the Contracting Officer, the Contractor shall not receive additional compensation to relocate his operations. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area within 5 days of final acceptance by the Contractor and shall be disposed of in accordance with applicable host government laws and regulations. The site shall be cleared of construction debris and other materials and the area restored to its original grade. The Contractor is responsible for maintaining this area in a clear orderly manner.
- 7. **Health and Safety.** The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. The Contractor must provide cold water to all workers at the job sites. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of eye protection, hard hats, gloves and closed toe shoes. If the workers arrive on-site with sandals or athletic shoes, the Contractor is expected to provide rubber boots to them or send them home. All construction workers and management personnel must wear hard hats at all times on the construction sites. Contractor provided rubber boots and rubber gloves shall be worn when working around concrete placement. Other PPE such as dust masks, air

respirators (sewage work) are also recommended. These items must be provided at the Contractor's expense. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment. Any worker at an elevated location above 4 meters, with the exception of a portable ladder, must utilize a safety harness provided by the Contractor.

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