OMB APPROVAL NO. 2700-0042 1. SOLICITATION NO. SOLICITATION, OFFER, 2. TYPE OF SOLICITATION 3. DATE ISSUED SEALED BID (IFB) AND AWARD 191Z1018Q0031 Page 1 of 51 06/06/2018 (Construction, Alteration, or Repair) X NEGOTIATED (RFP) IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. 4. CONTRACT NO. 5. REQUISITION/PURCHASE REQUEST NO. PROJECT NO. PR5430106 7. ISSUED BY CODE 191Z10 8. ADDRESS OFFER TO AMERICAN EMBASSY BAGHDAD AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/PROCUREMENT (BAGHDAD) GSO/PROCUREMENT (BAGHDAD) **BAGHDAD BAGHDAD IRAQ IRAQ** A. NAME 9. FOR INFORMATION B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) **FARIS MATTI** CALL: SOLICITATION NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder." 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): Section A - Price Section B - Scope of Work Section C - Reserved 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: 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 11. The Contractor shall begin performance within 5 calendar days and complete it within 150 calendar days after receiving _ award, X notice to proceed. This performance period is X mandatory, _ 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.) 10 X YES 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 5:00 p.m Baghdad local time on 06/21/2018. 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.

		OFFER (Mu	ist be full	ly complete	ed by offe	eror)			
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)						
				- 12					
CODE	FACILITY CODE		6						
17. The offeror agrees a accepted by the Go requirement stated	o perform the work at the vernment within 90 cale in Item 13D. Failure to	endar davs affe	er the date	offers are di	ie (Incort	any number	agual to ar	itation, if this o greater than t	offer is he minimum
AMOUNTS +									
18. The offeror agrees	s to furnish any require	ed performan	ce and pa	yment bond	s.				
		19. ACKNO	VLEDGM	ENT OF AM	ENDMEN	TS			
	The offeror acknowledg	ges receipt of a	mendment	s to the solicit	ation give	e number and	date of each	h	
AMENDMENT NO.					-				
DATE									
20A. NAME AND TITLE (Type or print)	OF PERSON AUTHORIZ	ZED TO SIGN (OFFER	20B. SIGN	ATURE			20C. OFFI	ER DATE
		AWARD (7	o be com	pleted by G	overnmen	<i>t</i>)			
22. AMOUNT		23. ACCOUN	NTING AND	O APPROPRI	ATION DAT	ТА			
24. SUBMIT INVOICES (4 copies unless other		N ITEM		1 -	R THAN FU S.C. 2304(ITION PURSU,	ANT TO
26. ADMINISTERED BY	CODE			27. PAYME	ENT WILL E	BE MADE BY			
	CONTRACTIN	IG OFFICER W	ILL COMF	LETE ITEM :	28 OR 29 A	S APPLICAB	LE		
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 slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.		_ 29. AV offer on award Govern	VARD (Con this solicition consumma ment solicition	ntractor is not ation is hereby ates the co	required to y accepted a ntract, whi r offer, and	sign this docur as to the items ch consists (b) this contrac	listed. This		
30A. NAME AND TITLE (TO SIGN (Type or p	OF CONTRACTOR OR F	PERSON AUTH	IORIZED	31A. NAME	OF CONT	RACTING OF	FICER (Ty	pe or print)	
30B. SIGNATURE		30C. DATE		//	ED STATES	OF AMERIC	A, BY	31C. AWAR	RD DATE
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REQUEST FOR QUOTATIONS - CONSTRUCTION

Solicitation No.: 191Z1018Q0031

A. <u>PRICE</u>

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.

Disney Gate Building Renovation (price shall include all labor,	IOD
materials, all insurances, overhead and profit)	IQD

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. <u>SCOPE OF WORK</u>

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. PACKAGING AND MARKING

Reserved.

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.

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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. DELIVERIES OR PERFORMANCE

- 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) The Contractor shall be required to:
 - (a) Commence work under this contract within **5 calendar days** after the date the Contractor receives the notice to proceed,

- (b) Prosecute the work diligently, and,
- (c) Complete the entire work ready for use not later than 150 work days after receiving 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 QD1,012,872.87 (or \$868.67) 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 17 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 through Thursday from 8:00am to 5:00pm Baghdad local time**. 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 St., International Zone to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	Quantity	<u>Deliver Date</u>	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
		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 (RSO).

<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.

Financial Management Office
Al-Kindi St.
International Zone
Baghdad, Iraq
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 50% of the contract price. The payment protections required are: **Performance and Guaranty Bond, Payment Pond and Bank Guaranty.**
- 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	\$1,000.00	
Cumulative	\$10,000.00	
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS		
Per Occurrence	\$1,000.00	
Cumulative	\$10,000.00	

- G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.
- G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.
- G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 <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. <u>RECORD 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 **sixty (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

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- 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/farr/ 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 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):

<u>CLAUSE</u> 52.202-1	TITLE AND DATE DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
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) (NOV 2017)
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
	(FEB 2016)
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
3 2.2 32 33	MANAGEMENT (JULY 2013)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR
32.232 31	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,
32.230)	UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (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)
22.2 10 21	WINDER OF CONDITION (MILLE 1994)

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- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) Alternate I (SEPT 1996)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

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

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 ACCIDENT PREVENTION (APR 2004)

- (a) *General*. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:
 - (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
 - (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;

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- (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (vi) Work in confined spaces (limited exits, potential for oxygen less that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (vii) Hazardous materials a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.
- (b) *Records*. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.
- (c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
 - (d) Written program. Before commencing work, the Contractor shall:
 - (1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
 - (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) *Notification*. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
 - (1) That 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.

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(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Standard Form 25, "Performance and Guaranty Bond"	2
Attachment 2	Standard Form 25A, "Payment Bond"	2
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Price by Divisions of Specifications	1
Attachment 5	Drawings	0
Attachment 6	Specifications	18

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 1442 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:

U.S. Embassy Baghdad
Al-Kindi St.
International Zone
Baghdad, Iraq
ATTN: GSO Procurement Section

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.

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- (b) A site visit has been scheduled for [Please see Cover Letter].
- (c) Participants will meet at [Please see Cover Letter].

D. MAGNITUDE OF CONSTRUCTION PROJECT

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

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://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):

PROVISION	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 OFFERORSCOMPETITIVE 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

Solicitation No.: 191Z1018Q0031

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) Taxpay	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.
(e) Type o	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 .

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(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)

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L.2 52.204-8 Annual Representations and Certifications (NOV 2017)

- (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.
- ☐ (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 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) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (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) <u>52.215-6</u>, 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 solicitations that include the clause at <u>52.204-7</u>.
- (xix) <u>52.225-2</u>, Buy American Certificate. This provision applies to solicitations containing the clause at <u>52.225-1</u>.
- (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 <u>52.225-3</u>.

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- (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 \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) <u>52.225-6</u>, Trade Agreements Certificate. This provision applies to solicitations containing the clause at <u>52.225-5</u>.
- (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:
 - (i) <u>52.204-17</u>, Ownership or Control of Offeror.
 - __ (ii) <u>52.204-20</u>, Predecessor of Offeror.
 - __ (iii) <u>52.222-18</u>, Certification Regarding Knowledge of Child Labor for Listed End Products.
- __ (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.
- __(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) 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 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

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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.

Solicitation No.: 191Z1018Q0031

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. <u>52.225-18 PLACE OF MANUFACTURE (SEPT 2006)</u>

- (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 OPERATIONS IN</u> 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 \Box is, \Box is not an inverted domestic corporation; and
 - (2) It \square is, \square is not a subsidiary of an inverted domestic corporation.

(End of provision)

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

Solicitation No.: 191Z1018Q0031

	PERFORMANCE BOND (See instructions on reverse)		OATE BOND EXECUTED ontract)	ivids: be same of it		OMBNo.	: 9000-0045
ources, gathering	urden for this collection of information is esting and maintaining the data needed, and comple ection of information, including suggestions for	eting and reviewing	the collection of inform	ation. Send comm	ents regarding this	burden est	imate or any other
RINCIPAL <i>(Legal i</i>	name and business address)			TYPE OF ORGA	ANIZATION ("X" o	ne)	
				INDIVIDU	AL	PARTNERS	SHIP
				JOINT VE		CORPORA	ATION
SURETY(IES) (Nan	me(s) and business address(es)				PENAL SUM	OF BONI)
				MILLION(S)	THOUSAND(S)	HUNDRED	
				CONTRACT DA	TE CONTRA	CT NO	
				CONTRACT DA	CONTRA	CI NO.	
OBLIGATION:							
of the penal sum CONDITIONS: The Principal ha	s entered into the contract identified ab						
HEREFORE:	ation is void if the Principal -		conditions and ac	reements of the	contract durin	a the origi	inal term of the
THEREFORE: The above obligation (a)(1) Performer and an equired under authorized modification (b) Pays to	ation is void if the Principal - orms and fulfills all the undertakings, or or extensions thereof that are granted by the contract, and (2) performs and fulfications of the contract that hereafter the Government the full amount of the	covenants, terms by the Governme ulfills all the und are made. Notice taxes imposed l	nt, with or without no lertakings, covenants e of those modification by the Government, i	otice to the Sure	ty(ies), and during and agreen (ies) are waived act is subject to	ng the life nents of a l. the Miller	of any guaranty any and all duly Act, (40 U.S.C.
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_				 OIII OIIAI	L JUNE I I (IL	S) (Continued)	LIABILITY LIMIT	
2	NAME & ADDRESS					STATE OF INC.	\$	
ζĘΙ	SIGNATURE(S)	1.				2.		Corporat Seal
SURETY	NAME(S) & TITLE(S) (Typed)	1.				2.		
ر	NAME & ADDRESS					STATE OF INC.	LIABILITY LIMIT	
SUNELT	SIGNATURE(S)	1.				2.		Corporat Seal
9	NAME(S) & TITLE(S) (Typed)	1.				2.		
2	NAME & ADDRESS					STATE OF INC.	LIABILITY LIMIT \$	
SONE	SIGNATURE(S)	1.				2.		Corporat Seal
9	NAME(S) & TITLE(S) (Typed)	1.				2.		
_	NAME & ADDRESS					STATE OF INC.	LIABILITY LIMIT \$	
SONE	SIGNATURE(S)	1.				2.		Corporat Seal
2	NAME(S) & TITLE(S) (Typed)	1.				2.		
_	NAME & ADDRESS					STATE OF INC.	LIABILITY LIMIT	
SONE	SIGNATURE(S)	1.				2.		Corporat Seal
3	NAME(S) & TITLE(S) (Typed)	1.				2.		
,	NAME & ADDRESS					STATE OF INC.	LIABILITY LIMIT	
2011	SIGNATURE(S)	1.				2.		Corporat Seal
S	NAME(S) & TITLE(S) (Typed)	1.				2.		

INSTRUCTIONS

- 1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE"
- SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- 4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25 (REV. 5-96) BACK

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

PAYMENT BOND (See instructions on reverse)	DATE BOND EXECUTED (M. contract)	ust be same or lat		OMB No.: 900	0-0045
Public reporting burden for this collection of information is estimate to average 2 sources, gathering and maintaining the data needed, and completing and review aspect of this collection of information, including suggestions for reducing this b DC 20405	ng the collection of information	on. Send comment (MVR), Federal	nts regarding thi Acquisition Polic	s burden estimate or cy Division, GSA, N	or any other
PRINCIPAL (Legal name and business address)		INDIVIDUA JOINT VEN STATE OF INCOI	L _	PARTNERSHIP CORPORATION	
SURETY(IES) (Name(s) and business address(es)				OF BOND	OFNITO
		MILLION(S) CONTRACT DAT	THOUSAND(S)		CENTS

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

	PRINCIPAL						
SIG	NATURE(S)	1. (Seal)	2.	(Seal)	3.	(Seal)	Corporate
1	ME(S) & TITLE(S) Typed)	1.	2.		3.		Seal
			INDIVIDUAL SURE	TY(IES)		·	
SIG	NATURE(S)	1.	(Seal)	2.			(Seal)
	ME(S) ped)	1.		2.			
			CORPORATE SURE				
4	NAME & ADDRESS			STATE OF II	NC. LIABILITY LIMIT \$		
SURETY	SIGNATURE(S)	1.		2.			Corporate Seal
S	NAME(S) & TITLE(S) (Typed)	1.		2.			

AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is usable

STANDARD FORM 25A (REV. 10-98) Prescribed by GSA-FAR (48 CFR) 53.2228(c)

		CORPORATE SURETY(IE	ES) (Continued)		
8	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.		Corporate Seal
S	NAME(S) & TITLE(S) (Typed)	1.	2.		
o	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.		Corporate Seal
SU	NAME(S) & TITLE(S) (Typed)	1.	2.		
٥	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.		Corporate Seal
SU	NAME(S) & TITLE(S) (Typed)	1.	2.		
ш	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.		Corporate Seal
S	NAME(S) & TITLE(S) (Typed)	1.	2.		
F	NAME & ADDRESS		STATE OF INC.	\$	
SURETY	SIGNATURE(S)		2.		Corporate Seal
าร	NAME(S) & TITLE(S) (Typed)	1.	2.		
ŋ	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.		Corporate Seal
sn	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

- 1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

- designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- 4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided.

U.S. Embassy Baghdad

ATTACHMENT #3 - SAMPLE LETTER OF BANK GUARANTY

Solicitation No.: 191Z1018Q0031

	Place [Date []
Contracting Officer U.S. Embassy Baghdad Al-Kindi St. International Zone Baghdad, Iraq	Dute	
SUBJECT: Performance and Guaranty	Letter of G	uaranty No
guarantees to make payment to the Contract States, immediately upon notice, after receip immediately and entirely without any need to obtain the prior consent of the Contractor to up to the sum of [amount equal to 20% of the the date of final acceptance and 10% of the represents the deposit required of the Contrasatisfactory, complete, and timely performan work] at [location of work] in strict compliate contract, entered into between the Governme [contract date], plus legal charges of 10% p following receipt of the Contracting Officer.	ting Officer be to of a simple for the Contract process of the same ance of the same ent and [nane of swritten recail contract related to the same ent and [nane of swritten recail contract related to other and contra	id contract [contract number] for [description of eterms, conditions and specifications of said ne of contractor] of [address of contractor] on the amount called due, calculated on the sixth day
		g Officer may make repeated partial demands on the bank will promptly honor each individual demand.
Contract requirement.	until 3 mon	ths after completion of the guaranty period of
Depository Institution: [name] Address:		
Representatives:	S	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

Solicitation No.: 191Z1018Q0031

(1) DIVISION/DESCRIPTION (2) LABOR (3) MATERIALS (4) OVERHEAD (5) PROFIT (6) TOTAL 1. General Requirements 2. Site Work 3. Concrete 4. Masonry 5. Metals 6. Wood and Plastic 7. Thermal and Moisture 8. Doors and Windows 9. Finishes 10. Specialties 11. Equipment 12. Furnishings 13. Special Construction 14. Conveying Systems 15. Mechanical 16. Electrical TOTAL: $_{-}^{\text{IQD}}$ Allowance Items: PROPOSAL PRICE: IQD TOTAL: Alternates (list separately; do not total): Offeror: Date

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

ATTACHMENT #5 – DRAWINGS

Solicitation No.: 191Z1018Q0031

SHALL BE PROVIDED DURING THE SITE VISIT

ATTACHMENT # 6 - SPECIFICATIONS

SCOPE OF WORK <u>Disney Gate Office and Breakroom Facility Rehabilitation</u>

PURPOSE

The purpose of this project is to rehabilitate and supply utilities to an existing abandoned 1,100 ft² single story building at the Disney Gate, US Embassy, Baghdad, Iraq (BEC).

• SITE DESCRIPTION

This three office room/one bathroom building is inside the BEC and in very close proximity to the Tigris River (approximately 30 feet from the Tigris River). The site is relatively flat and it is partially surrounded by T-walls. There is no access to the roof, the front door and all windows are badly damaged, there are no utilities (electrical or water service), and the sewer system dumps into an underground concrete vault.

This three office/one bathroom building is constructed with stucco-coated concrete block and the bathroom includes one inoperable toilet and an abandoned shower with capped off drain.

CONTRACTOR QUALIFICATIONS

Commercial building contractor specializing in Department of Defense (DOD)/Department of State (DOS) facilities construction work in Iraq with a minimum three years documented experience and verifiable references from the DOD/DOS.

CONTRACTOR PRE-BID MEETING AND SITE VISIT

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

PERIOD OF PERFORMANCE

This project has a period of performance of 150 days from Notice to Proceed to completion.

SCHEDULE

Contractor is required to develop a draft schedule using MS Project showing the work breakdown schedule and milestones in sufficient detail to plan, manage, quantify and evaluate schedule performance and

number of days required to complete the project. This schedule will be submitted to FAC seven days after NTP for approval.

This project work will be performed during normal business hours and power interruptions will be scheduled and coordinated with FAC to minimize impact to normal business operations

Approximate dates of pre-award activities

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

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

i.	Notice to Proceed (NTP)	0	Date of NTP
ii.	Engineering Submittal		17
iii.	Schedule Submitted		17
iv.	Safety and Quality Plan Submitted		17
v.	Submittals Approved by DOS		24
vi.	Procurement		25
vii.	Materials Delivery		65
viii.	Mobilize/Site Prep		66
ix.	Rough-in Plumbing Completed		85
х.	Rough in Electrical Completed		85
xi.	Cover Windows Openings/Repair Doors		90
xii.	Repair Roof		95
xiii.	Repair Stucco/Plaster		105
xiv.	Finish Electrical		110
XV.	Convert Power		110
xvi.	Finish Plumbing		120
xvii.	Complete Flooring		125
xviii.	Paint		130
xix.	Clean up and Demobilize		135
XX.	As-Built and Warranties Submitted		140
xxi.	Project Acceptance		150

Commencement, Execution, and Completion of Work

The Contractor is required to

- Commence work under this contract within five (5) calendar days after the date the Contractor receives the Notice to Proceed,
- Prosecute the work diligently, and
- Complete the entire work ready for use not later than the time frame noted above. The time stated for completion includes final cleanup of the premises.

CONTRACTOR'S QUALITY PLAN

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

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

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

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

All equipment/components/materials/parts used in support of this contract shall be new only, shipped in manufacturer's approved packaging, and shall be covered with plastic sheeting to prevent dust and dirt from entering the unit during shipment. The Contractor is required to inspect and document the quality of these components as indicated in the previous paragraph, and will further indicate so on a daily QC Report. All components/parts/materials warranty paperwork will be provided to FAC during project close out.

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

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

• SCOPE OF WORK AND TECHNICAL REQUIREMENTS

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

A. Design/Shop Drawings: Documentation includes detailed Architectural, Civil drawings, with project specifications in electronic format (Word, Excel or 2013 or newer versions of AutoCAD) in support of this work.

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

- Architectural rendering/Office Plan
- Electrical panel plan
- Lighting plan

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- Wiring plan (showing locations of all switches, light fixtures, and receptacles)
- Plumbing/sewer plan
- HVAC plan
- Materials list
- Equipment specifications
- Materials product data sheets
- B. Site Prep/Grading: Prior to start of work contractor must obtain excavation permit which includes marking all existing underground utilities. Provide a new subgrade layer of a clean engineered fill material (free of mud, vegetation, debris ...etc.)... (Refer to OBO specs/ 02300 earthworks, 3.14: Soil Fill: B-4). The compaction shall be not less than 95% of maximum dry unit weight, and should be at maximum 200mm each layer.

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C. Flooring

- Clean and polish floors. Repair cracked or damaged flooring with matching materials. Ensure there is no slip or trip hazards in the building.
- Base Trim repair or replace as necessary.

D. Walls/Ceiling

- Patch and paint interior and exterior walls and ceiling
- Repair/replace wall trim, if necessary
- Remove ceramic wall tile in former kitchen area, repair damaged wall areas with plaster and paint walls to match the existing interior
- Remove ceramic wall tile in restroom, repair damaged wall areas with plaster and retile with ceramic tile to match the existing interior.

E. Roof

- Remove and replace roofing system with a modified bitumen system.
- Supply and install cage-type roof access ladder or steps (exact location TBD). The roof access ladder must be constructed in compliance with OSHA Standard 1926.1053.
- Slope roof to drain into gutter/downspouts and extend downspouts from roof to surface runoff area

F. Doors and Windows

- Major repair or replacement is required for one exterior door, two interior doors, and eight windows. Minor door adjustment required for two interior doors.
- Doors and windows to be installed plumb and level and shall open with ease.
- Existing door opening size ~ 48" x 96" is not standard so additional carpentry work/retrofitting will be required. Contactor to field measure doorway for exact measurements.
- All eight windows appear to be damaged beyond repair Window openings vary in size from 18" to over 5 ft. Contactor to field measure each window for exact measurements. Contractor to fill in window openings with cinderblock/concrete block and finish to match existing interior and exterior wall finish. Windows in restroom will be blocked-in, but framed to support installation of bathroom ventilation fan.

G. Water Service/Plumbing

- Plumbing (hot and cold water shall be seamless copper piping per ASTM B42 or B48
- ~50 liters electric water heater CE/UL Listed with ASME rated T&P relief valve and tank. A CE or UL approved instant hot water heater from a reputable manufacturer could be substitute for a hot water heater in this area.

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• Water service connection is ~200 ft. from the project site.

H. Electrical

- Supply and install new light switches and receptacles
- Conduit Rigid metal conduit National Electrical Code Article 344. Rigid conduit shall be utilized on this project both indoors and outdoors.
- All conductors shall have THWN insulation.
- Interior wiring to HVAC, receptacles, switches, and light fixtures.
- Provide LED lights in each room 50 foot candles minimum
- Provide LED lighting in hall ways and restroom 30 foot candles minimum
- Light switch and fixtures in restroom shall be NEMA 3R or better and protected with GFCI.
- Provide and install exit lighting fixture single face on both exit door.
- Provide and install one outdoor-rated exterior LED light fixture at main entrance door.
- Provide and install LED architectural wall pack battery backup, integral photocell.
- All branch and main wiring shall be sized according to the equipment and fixture installed.
- All receptacle branch circuits shall be homerun to panelboard. Branch circuits shall be 2-4mm2, 1-4mm2 G-21mmc.
- All electrical work shall be performed according to NEC code and specifications.
- All components shall be UL or CE certified.

I. Trenching/Backfilling

- Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
- If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- Excavated side slopes for general excavation, structures, and utility trenches shall not exceed 1.0 V to 2.0 H. Shoring and bracing shall be required for slopes exceeding 1.0 V to 2.0 H. For excavations below the water table, sheeting and shoring may also be necessary.
- Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 300 mm (12 inches) higher than top of pipe or conduit.
- Clearance: 300 mm (12 inches) each side of pipe or conduit.
- Trench Bottoms: Excavate trenches 100 mm (4 inches) deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.
- Excavate trenches 150 mm (6 inches) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- Place backfill on subgrades free of mud, frost, snow, or ice.

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- Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- Backfill trenches excavated under footings and within 450 mm (18 inches) of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 3 Section "Cast-in-Place Concrete."
- Provide 100-mm (4-inch) thick, concrete-base slab support for piping or conduit less than 750 mm (30 inches) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 100 mm (4 inches) of concrete before backfilling or placing roadway subbase.
- Place and compact initial backfill of subbase material, free of particles larger than 25 mm (1 inch) in any dimension, to a height of 300 mm (12 inches) over the utility pipe or conduit.
- Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- Place and compact final backfill of satisfactory soil to final subgrade elevation.
- For utility trenches, compact each layer of initial and final backfill soil material at 90 percent in accordance with ASTM D 1557
- Install warning tape directly above utilities, 300 mm (12 inches) below finished grade, except 150 mm (6 inches) below subgrade under pavements and slabs.
- J. Concrete: All concrete shall be from a nearby batch plant. Hand mixed concrete will not be accepted.
 - Provide material, labor, equipment and formwork to fill excavated trenches for water and sewer lines.
 - Slump requirement 125 mm plus or minus 25 mm for concrete with verified slump of 50 to 100 mm before adding high-range water-reducing admixture or plasticizing admixture plus or minus 25 mm.
 - Use only sulfate resistant cement (type 5)
 - Maximum water-cementitious ratio: 0.5
 - Entrained air content: 6 percent, plus or minus 1.5 percent at point of delivery for 20 mm nominal maximum aggregate size
 - Minimum compressive strength: 25 MPA at 28 days
 - Provide expansion and construction joint as per specifications, typically every 10ft.
 - Provide concrete curing with wet burlaps minimum seven days or with the use of curing compound.
 - Provide steel cover plates to protect concrete from traffic damage in high traffic areas.
 - Conduits, pipes, etc. embedded in concrete shall comply with ACI, section 6.3.
 - Exterior concrete around perimeter of the Disney Gate Building may be damaged during construction activities. The contractor will not be held responsible for repairing this Disney Gate Building perimeter concrete

K. Grounding and Lightning Protection

• Provide grounding and lightning system. All ground connections for building grounding system shall be exothermic weld (CADWELD or equal) and rooftop lightning protection system connections shall be mechanical or exothermic weld type.

• Ground system impedance shall not exceed 10 ohms, unless local requirements are more stringent. All materials shall be as required in NFPA 780 and UL96a. All air terminals shall be a minimum of 305mm in length. All hand hole covers shall be locking type (lockable). Ground rods in hand holes/ test wells shall be mechanical type.

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• Provide and install lightning protection system in compliance with NFPA 780 and lightning protection institute master label requirements.

L. HVAC System

- Provide split unit HVAC systems throughout the building. Provide a total of five split units each shall have approximately 3 ton capacity each.
- Supply and install two restroom fans. These fans will be set-up to turn on and off with the restroom lights.

M. Plumbing

- Plumbing (hot and cold water shall be seamless copper piping per ASTM B42 or B48. PPR piping is acceptable for interior above ground applications. Contractor to provide materials specs and all PPR materials shall be manufactured to EN 15874 / DIN 8077/ASTM F2389 or equivalent standard.
- Estimated water main requirement 3/4" for 100 LF underground and 400 LF along T-Walls
- 50 liter electric water heater or insta-hot water heater— CE/UL Listed with ASME rated T&P relief valve and tank
- One hose bib and hot/cold water service is required in the restroom.
- Supply and install western style toilet
- Supply and install new western-style sink and fixtures
- Clean and test the existing sewer piping, manholes, and septic tank. Document and report findings along with recommendations to the COR within two days of completion.

N. Caulking and Painting

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

• CLOSEOUT SUBMITTALS

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

- Project Record Documents: Record actual locations of panel boards and panel board schedule showing circuit numbers.
- Field Quality Control Documents showing: Daily activities, materials inspection records, facilities acceptance documentation, and electrical systems acceptance testing results.
- Operation and Maintenance recommended maintenance procedures and intervals.

Contract Line Item Numbers:

The following table must be completed by the contractor and included as part of their bid proposal.

TABLE 1 - LINE ITEM COSTS - BID FORM - CONSTRUCTION PROJECT COST BREAKDOWN Note: Line Item Costs shall include all tools, fees, profit and overhead. DBA cost to be added at a later date by Contracting Office.

CLIN	Description	CLIN (\$)
001	Mobilization/Logistics	
002	Scheduling, Planning, and Safety/QC Plan Preparation	
003	Engineering, Design, and Shop Drawings and submittals	
004	Admin/Project Management	
005	Life Support (includes: travel, housing, security)	
006	HSE Support	
007	QC Support	
008	HVAC (materials and labor)	
009	Rough-in electrical and grounding	
010	Rough-in plumbing (water, sewer)	
011	Finish electrical (lighting, receptacles, switches)	
012	Finish plumbing (water, sewer)	
013	Doors and Windows	
014	Walls (Ceramic tile and plaster)	
015	Flooring (materials and labor)	
016	Replace roofing system	
017	Supply and install new roof access cage-type ladder	
018	Plaster Patch and Painting (materials and labor)	
019	Close Out Submittals (as-built and warranties)	
020	Cleanup Demobilization/Logistics	
TOTAL PROJECT COST		

GENERAL REQUIREMENTS

1. SECURITY AND LOGISTICS REQUREMENTS

A. All contractor personnel, including any subcontractors, performing work at BEC shall possess a secret personnel security clearance, MRPT, or RSO vetting approval for compound/site access purposes.

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Moreover, the Contractor with the lowest price technically acceptable offer will go under vetting process as well, and will only be awarded the contract if he/she will pass the vetting process. The personnel included in this vetting process will be the stake holders of the company and the financing personnel.

- B. All contractor furnished tools/equipment can be procured without security restrictions, utilizing commercial resources.
- C. Contractor Employee Identification Each contractor employee shall wear his or her red visitors badge visible to all at all times, contractor shall have his or her appropriate identification ready to display when entering any CAC's, which shall include, at a minimum:
 - The employees; (Jensiya)
 - A picture of the employee; and
 - The legal name under which contractor that is performing the work.
- D. No electronics, including cell phones may be brought into the BEC without DOS approval.
- E. The contractor shall be responsible to ship all materials port to port and shall be responsible for customs clearances and necessary clearance formalities to transfer materials into BEC. Contractor shall be responsible for all shipment paperwork, fees, handling and movements of material in country and shall coordinate with Post all material deliveries, schedules and provide necessary forms and fees in order to move material to site.
- F. Materials/Tools/Supplies All items coming into BEC must be inspected by DOS Personnel. Once the tools/supplies/materials are inspected by DOS, they will be secured inside the BEC.
- G. Cleared Escorts will be provided by BEC for the duration of this project.
- H. The contractor shall furnish all support services for their personnel. This shall include all home office and human resources support, medical and emergency evacuation coverage, all necessary DBA and insurance coverage, travel and transport, etc.
- I. The contractor shall furnish all tools and equipment, including testing systems, meters, etc. that are required to perform work under this task order. The contractor shall also furnish all technician hand tools and expendable and non-expendable equipment and supplies necessary to execute the work under this task order. The USG will not furnish any tools or equipment or other Government furnished property to the contractor for performance under this task order.
- J. Interruption of Services and Work Hours The contractor is advised that normal business hours are Sunday through Thursday, 0800 to 1700. It is recognized that due to system and equipment

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- configurations, facility outages are inevitable. However, the contractor shall plan and schedule all work to avoid or minimize disruption to Post operations and life services.
- K. Prior to the start of performing any work within or on the facilities, the Contractor shall coordinate and schedule all work, and notify the FM of the facility or area being affected. All notifications shall be in writing and include the length of time and type of work to be performed. Should work progress temporarily halt before task completion, the Contractor shall provide the reason for delay and the projected date and/or time they will return to complete the work.

2. DISPOSAL

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

3. SAFETY

- Contractor shall provide all personnel safety equipment required to perform the work specified in this statement of work. All work shall be conducted in a safe manner and shall comply with all OSHA and NFPA requirements. The Contractor shall demonstrate proactive and innovative safety practices on a continual basis throughout the contract period. The Government shall regularly evaluate the Contractor's effective Safety and Health conduct in terms of number of occurrences and severity of mishaps.
 - A. Protect construction from damage by construction equipment. Repair all damage caused by construction techniques. Take all necessary precautions to prevent any damage to adjacent structures and utilities.
 - B. All contractor personnel performing services under this contract shall possess a working and demonstrated knowledge and understanding of commercial/industrial building construction.
 - C. Prior to any work performance, the contractor shall evaluate the work to be performed and identify any potential safety related hazards, besides electrocution or arc flash hazards. The contractor shall furnish to the Post POSHO a work plan that includes a hazards analysis, identification of hazards, lock-out/tag-out procedures, and steps/processes/procedures the contractor will take to eliminate or mitigate the identified hazards. The hazards analysis shall be furnished 2 business days in advance of the planned/scheduled activity.
 - D. Accidents The Contractor shall report to the COR and the POSHO, exposure from any substance, possible exposure from any substance, and all accidents resulting in death, trauma, occupational disease, bodily injury, or environmental damage. All accidents shall be reported to the COR and the POSHO within 1 hour of their occurrence during core working hours, or within 10 hours of their occurrence during non-core working hours.
 - E. Damages The Contractor shall submit to the CO and COR a full report and assessment of damage to Government property, equipment, or the on-site environment caused by Contractor employees. All damage and assessment reports shall be submitted to the CO and COR within 24 hours of the occurrence. The contractor shall report to the Post Facility Manager within one (1) hour, all mishaps or damages found or caused by the contractor.

F. Maintenance and Protection of Existing Systems during Activities - The Contractor shall protect and maintain the functionality of existing mechanical, electrical and technical systems to the greatest extent possible while performing any retrofit/demolition/replacement, repair, service, commissioning, testing and troubleshooting work activities. The contractor shall follow all OSHA regulations to ensure facility function and to maintain personnel safety and accident prevention. All electrical work, as practical, e.g. with the exception of testing activities, shall be conducted and executed by the contractor with the equipment being worked upon in an un-energized state.

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G. Safety Communications

- Contractor shall perform safety meeting on daily basis with site workers.
- Contractor shall submit weekly safety report to COR.
- Contractor Emergency Contact Information
- Contractor shall provide emergency contact information including: Owner of the company, A written service agreement with an ambulance provider who has access to the BEC entrance CAC main gates, and a copy of the ambulance agreement in both Arabic and English shall be on site with contractor's senior person.
- Contractor shall arrange for, and bear the expense of, any transportation required to move the injured employee to an appropriate Iraqi medical facility and other available medical facility.
- Contractor shall be responsible for any ongoing medical care for each employee.
- DOS shall not be responsible for any injury to any contractor personnel for any reason while on the compound.
- Contractor shall notify the DOS GSO and FM Offices of all injuries while working on the compound. The contractor shall provide a (Report Injury Form) in (Microsoft Word) detailing the events that caused the injury or illness, and near misses.
- Contractor shall comply with all safety post guidelines, and shall deviate from them.
- Contractor shall notify the DOS FM Office immediately of all incidents which involve harm or the threat of harm, to the life, health, and safety of any person during the execution of this project. The initial notification shall be verbal, followed up by a written incident report within 4 hours to DOS.
- Contractor shall maintain all incident reports, as well as provide the DOS FM Office with a copy if asked.
- Contractor shall also provide a DOS FM or the respective designee assigned to this Contract who shall be required to enter the job site each day work is in progress.
- Contractor's Safety Manager or site designee shall:
- Have language skills to communicate in English both verbally and in writing.
- Have a minimum of either an OSHA 30 hour's certification in General Industry or a NEBOSH International General Certificate.
- Be responsible for ensuring that OSHA Workplace Standards are being followed at all times.
- Be responsible for keeping the work area safe, organized and clean during and after working hours for the duration of contract performance.

H. OSHA REQUIRED PERSONAL PROTECTIVE EQUIPMENT

Eye and Face Protection

• Face shields are to be worn any time work operations can cause foreign objects to get in the eye. For example, during welding, cutting, grinding, nailing (or when working with concrete and/or harmful chemicals or when exposed to flying particles). There is zero tolerance for failure to adhere to this requirement.

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- Arc Flash PPE appropriate to the amount of energy is to be worn when exposed to any electrical hazards, including working on energized electrical systems.
- Lock Out/Tag out procedures as recommended by OSHA/ NEBOSH are to be adhered to. LOTO log is to be kept on-site in case the DOS POSHO rep asks to review them. There is zero tolerance for failure to adhere to this requirement.
- Safety Glasses are to be impact rated (ANSI Z87.1-2010) and should be of the wrap around style and have side shields.

Foot Protection

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

Hand Protection

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

Head Protection

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

Hearing Protection

• Ear plugs should have a minimal rating of 29 dB and be readily available. Ear plugs are to be used when the dB level is above 85 and the employee is exposed.

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- Ear muffs can be used in place of earplugs if desired. Ear muffs must be rated to provide 33dB protection.
- In environment where dB ratings exceed 100 both ear plugs and ear muffs are to be worn. This is a zero tolerance policy.

Fall Protection

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

4. CONTRACTOR'S INSURANCE

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

5. WORKER/PERSONNEL REQUIREMENTS

These requirements establish minimum standards for all contractor personnel performing electrical work at the US Embassy, Baghdad, Iraq, including the Baghdad Embassy Compound, Chancery New Office Building.

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

SITE SUPERVISOR EXPERIENCE AND QUALIFICATIONS:

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

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

GENERAL WORKER REQUIREMENTS:

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

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

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

- 8. Contractor use of non-licensed tradesman, laborers, helpers, etc. to execute, plan, layout or otherwise direct the execution of the work activities, under this task order is not authorized.
- 9. Use of contractor furnished apprentices executing any electrical tasks under this task order shall only be authorized with COR written concurrence prior to Post deployment.
- 10. If the contractor proposes to utilize apprentices for any work, to be executed under this task order, the contractor shall furnish to the COR for technical review, the apprenticeship curriculum, under which the apprentice is undertaking and evidence of the apprentice's ability and proficiency to execute trade work to include past practical field experience and/or formal vocational/professional training or education taken with evidence of successful completion. The contractor shall also furnish to the COR for technical review and concurrence, along with country clearance bio/security data and travel itineraries, those specific work tasks that contractor furnished apprentice's will undertake/execute while deployed to Post. The contractor shall also furnish to the COR the designated supervisory personnel to which the apprentice reports to.
- 11. If the contractor proposes to furnish or use contractor helpers or laborers in or on a non-related trade task or capacity, the contractor shall furnish to the COR for technical review and concurrence, along with country clearance bio/security data and travel itineraries, those specific work tasks that contractor furnished helpers/laborers will undertake/execute while deployed to Post. The contractor shall also furnish to the COR the designated supervisory personnel to which the laborer/helper reports to.

12. The use of the term contractor within this statement of work section shall also apply to all prime and subcontractor personnel utilized under this project. Use of locally hired subcontractor personnel by the prime contractor is not authorized without specific written CO approval.

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- 13. Contractor submittal of personnel resumes does not constitute sole proof of factory certification. The equipment manufacturer shall undersign all factory personnel certification documents attesting to personnel certification, qualifications and certification levels achieved.
- 14. All contractor personnel factory certifications shall be current and valid at the time of COR review and shall be maintained and remain current and valid for the complete duration of the project's execution, including the field deployment phase.

6. ALTERNATIVE PROPOSALS/EFFICIENCY IMPROVEMENTS

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

7. DOS GSO/ FM MANAGEMENT

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

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

8. HAZARDOUS WASTE

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

9. CONSEQUENTIAL PROPERTY DAMAGE

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

• ACCEPTANCE

This contract shall be considered complete by DOS FM Office when the following items, in addition to any others specified herein, are performed and the work accepted by DOS:

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

10. COMMUNICATIONS/CORRESPONDENCE

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

11. CONTRACTUAL AUTHORITY

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

12. WARRANTY

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

REFERENCES

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

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- 2. NEMA PB 1 (National Electrical Manufacturers Association) Panelboards
- 3. NEMA PB 1.1 (National Electrical Manufacturers Association) General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or less
- 4. International Building Code, 2012 Edition plus the 2011 OBO International Code Supplement (ISC)
- 5. International Fire Code, 2009 Edition plus the 2011 OBO International Code Supplement (ISC)
- 6. National Electric Code, 2011 Edition plus the 2012 OBO International Code Supplement (ISC)
- 7. National Fire Protection Association, NFPA 101, NECA 1-2010 Standard Practice of Good Workmanship in Electrical Construction (ANSI), NFPA 33, National Electrical Safety Code, and NFPA13
- 8. 2102 OBO International Code, Section 02080 Piped Utilities Basic Materials and Methods

END of STATEMENT OF WORK