

Embassy of the United States of America Moscow, Russia

March 19, 2018

To: Prospective Offerors

Subject: Request for Quotations (RFQ) Number: 19RS5018Q0018

American Center Perimeter Heating Repair

The Embassy of the United States of America in Moscow is soliciting quotations for a qualified contractor to repair the perimeter heating at American Center room with the approximate area of 65 linear meters located at 19/23 Novinskiy boulevard, Moscow, Russia 121099.

Quotations are due <u>on or before 4:00PM Moscow time on March 29, 2018</u> and must be hand-delivered to the following address:

Attention: Contracting Officer Embassy of the United States of America Bolshoy Devyatinsky Pereulok, 8 Moscow, Russian Federation 121099

The offerors should notify the contact listed in Block 9.A of Standard Form 1442 on page 3 of this solicitation to arrange receipt of the offer.

All quotes are to be submitted in a sealed envelope addressed to the Contracting Officer and marked "Quotation 19RS5018Q0018 Enclosed." Late quotes will NOT be accepted and will be considered non-responsive. Quotes submitted electronically (e-mail) will NOT be accepted.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

A mandatory site visit for this project is scheduled for <u>11:00AM Moscow time on March 23, 2018</u> at the Embassy address listed above. All interested offerors are invited to attend and must request access at least 24 hours in advance.

Sincerely,

Myron V. Hírníak

Myron Hirniak Contracting Officer

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OMB APPROVAL NO. 2700-0042

SOLICITATION, OFFER	?. 1	. SO	LICITATION NO.	2.	TYPE OF SOLICITA	TION	3. DATE ISSUED	PAGE OF PAGES
		19R	S5018Q0018 Request for Quotati		ation	3/19/2018	1 OF 39	
(Construction, Alteration, or Repair)					(RFQ)		5/ 15/25 15	
IMPORTANT - The "offer" s	section o	on t	he reverse must be	fully	completed by	offeror	•	
4. CONTRACT NO.			5. REQUISITION/PURCH	•			JECT NO.	
			PR7169143					
7. ISSUED BY	COD)E		ο ΛΓ	DDRESS OFFER TO	`		
7. 1330ED B1	COL	/ <u> </u>	191330	0. AL	DDRESS OFFER TO	,		
GSO Contracting				Со	ntracting Officer			
Embassy of the United States		ca in	Moscow	Em	bassy of the Unite		s of America in Mos	scow
Bolshoy Devyatinsky Pereulok				Bolshoy Devyatinsky Pereulok, 8 Moscow, Russian Federation, 121099				
Moscow, Russian Federation,	121099			Mo	scow, Russian Fe	deration	i, 121099	
9. FOR INFORMATION	A. NAME		<u>l</u>		B. TELEPHONE N	O. (Inclu	de area code) (NO C	OLLECT CALLS)
CALL:	Yulia N	Лukh	ina		+7(495)728-500			,
CALL.							-	
			SOLICIT	ATI	ON			
NOTE: In sealed bid solicitation	s "offer" a	and '	"offeror" mean "bid" and	l "bid	der."			
10. THE GOVERNMENT REQUIRE	S PERFC)RMA	ANCE OF THE WORK DES	SCRIE	BED IN THESE DOC	CUMENT	S (Title, identifvina n	 o date):
							, , ,	,
SF-1442 - Solicitation, Offer, an	nd Award							
Section A – Services and Prices								
Section B – Scope of Work								
Section C - Packaging and Mark	king							
Section D – Inspection and Acce	-							
Section E – Deliveries or Perform	mance							
Section F – Administrative Data								
Section G - Special Requiremen	nts							
Section H – Clauses								
Section I – List of Attachments								
Section J - Quotation Informatio	on							
Section K – Evaluation Criteria								
Section L - Representations, Ce	ertification	ns, a	nd Other Statements of	Offe	rors or Quoters			
•								
11. The Contractor shall begin p				r day	s after receiving the	ne Notic	e to Proceed and c	omplete it <u>within</u>
14 (fourteen) calendar days after	er tne cor	nme	ncement of work.					
12A. THE CONTRACTOR MUST F						IDS? 12	B. CALENDAR DAYS	S
(If "YES," indicate within how	-	ilenda	ar days after award in Item	12B.)		3 (three)	
	10							
13. ADDITIONAL SOLICITATION R	REQUIREN	MENT	ΓS:					
A. Sealed offers in original to perform the work required are due at the place specified in Item 8 by 4:00 PM (hour) local time on 3/29/2018 (date). 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.	i) WORK TO	equil	ements, and (2) other p	OVIS	oions and ciauses	nicorpor	ateu in the solicitat	IOIT III IUII LEXT OF
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14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)			y completed by offeror) 15. TELEPHONE NO. (Include area code)							
				16. REMITTANCE ADDRESS (Include only if different than Item 14)						
					16. REMIT	TANCE ADI	DRESS (Incli	ude only if diff	erent than Ite	em 14)
CODE	FACILIT	Y CODE								
17. The offeror agrees	to perform th	ne work at the	e prices spe	cified below	in strict acc	ordance wit	h the terms o	of this solicita	tion.	
AMOUNTS -										
18. The offeror agree	s to furnish	any require	d performar	nce and pay	ment bond	S.				
		10	. ACKNOW	/I EDGMEN	IT OF AME	NDMENTS	<u> </u>			
	The offero						number and	date of each		
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE	OF PERSON	I N AUTHORIZ	<u>l</u> ED TO SIGN	l OFFER	20B. SIG	I NATURE			20C. OFFE	I ER DATE
(Type or print)										
		ļ	AWARD (T	o be compl	eted by Go	/ernment)				
21. ITEMS ACCEPTED										
22. AMOUNT 23. ACCOUNTING AND APPR) APPROPRI	ATION DAT	·A					
24. SUBMIT INVOICES TO ADDRESS SHOWN IN F					R THAN FUI C. 2304(c)(_	N COMPETIT	ION PURSU <i>i</i> C. 253(c)()	_	
OO ADMINISTERED BY					27. PAYMENT WILL BE MADE BY					·
26. ADMINISTERED BY CODE See block 8.					Financial Management Center					
555 5550 5			Embassy of	the United Sta	ates of America					
CONTRACTING OFFICER WILL COMPL			W. L. COMPL	Ĭ			ow, Russian Fe	deration, 1210)99. ————	
					I —				an this docum	mant l
28. NEGOTIATED document and return 1 c	opy to issuin	g office.) Cor	ntractor agree	es to furnish	Your offer on this solicitation is hereby accepted as to the items listed. This					
and deliver all items or p and any continuation sh					award consummates the contract, which consists of (a) the Government			Government		
The rights and obligation	ns of the part	ies to this co	ontract shall b	be governed			s necessary.	o) triis contr	aci awaiu.	No further
by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by										
reference in or attached to this contract. 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED			31A. NAME OF CONTRACTING OFFICER (Type or print)							
TO SIGN (Type or print)			J 147 1171	_ 0. 00111			- 0. p.m.c)			
			Myron Hir	niak						
30B. SIGNATURE			30C. DATE		31B. UNIT	ED STATES	OF AMERIC	A	31C. AWA	RD DATE
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REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

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

No.	Description of Work	Quoted Price
01.	Total price to repair the perimeter heating	
02.	VAT	
03.	GRAND TOTAL (01+02 above)	

A.1 <u>VALUE ADDED TAX (VAT)</u>. The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section A.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish all labor and 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.

B.1 BACKGROUND

The Embassy of the United States of America in Moscow is soliciting quotations for a qualified contractor to repair the perimeter heating at American Center room with the approximate area of 65 linear meters located at 19/23 Novinskiy boulevard, Moscow, Russia 121099.

Currently, the room is heated by means of the ventilation. However, the hot air capacity is not enough to maintain proper temperature with the comfortable air flow. The hydronic heating system with perimeter radiators must be installed to meet the temperature requirements of 20-22 degrees Celsius.

The purpose of the project is:

- to provide the American center room with hydronic heating system;
- for the finished heating system to meet the inside air temperature requirements of 20-22 degrees Celsius.

B.2 GENERAL REQUIREMENTS

- B.2.1 The Contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract.
- B.2.2 All work and procedures shall be performed in conformity with the specifications and work requirements herein. All local and US work safety and health norms and standards apply to this contract.
- B.2.3 All specifications and requirements are written in the statement of work and cannot be changed without the approval of the Contracting Officer (CO).
- B.2.4 The Embassy reserves the right to inspect and test all the work under this contract at any time. If any of the work does not conform to the contract requirements and specifications, the Embassy may require the Contractor to perform the services again at no additional cost to the Embassy.
- B.2.5 The Contractor shall submit a work schedule, setting forth date, time, contents of work, personnel and time line to completion for approval by the Contracting Officer's Representative (COR).
- B.2.6 The Contractor shall visit the work site at a time designated by the Contracting Officer and inspect the work area in order to understand the existing conditions and work requirements.

- B.2.7 All work areas shall be brought back to the condition in which they were provided to the Contractor. Any damage caused by work associated with this contract shall be repaired and material restored to its original condition or better.
- B.2.8 Where two or more items of the same type of equipment are required, the product of one manufacturer must be used.
- B.2.9 All measurements stated in this Scope of Work are approximate. The Contractor will be allowed to perform an independent measurement during the site visit.
- B.2.10 The Contractor is responsible for protection of the building hardware, equipment, ceilings, floors, and walls adjacent to the work area. Drop cloths, protective coverings, and other appropriate methods shall be used to protect these items from damage.
- B.2.11 The Contractor shall take appropriate measures to make work safe for and unobtrusive to the public and building tenants. This includes, but is not limited to, signage (warnings, detours, etc...), physical separation (barricades, partitions, etc...), and moves to limit noise, odors and dust.
- B.2.12 There are drawings available for this project. The Contractor may request copies the drawings from the Contracting Officer. Any deviations from the provided design drawings during the construction phase must be pre-approved by the COR in writing.

B.3 WORK DESCRIPTION

The Contractor shall perform the following services:

B.3.1 Basic section

- B.3.1.1 Prepare the work site by covering all surfaces from dust and construction debris.
- B.3.1.2 Install the heating system according to the specifications stated in this Statement of Work and the available project drawing. The Contractor may request copies the drawings from the Contracting Officer. Any deviations from the provided design drawings during the construction phase must be pre-approved by the COR in writing.
- B.3.1.3 Provide installation of hydronic heating radiators (14 sec. radiator 14 each, 6 sec. radiator 2 each), thermostatic valves, thermostats, piping, balancing and shut-off valves per the available drawing.
- B.3.1.4 The installed piping must run above the ceiling of the room.
- B.3.1.5 All debris produced during the work must be removed from work site by the Contractor on a daily basis. The Contractor shall perform a final clean-up of the work site upon completion of the work. The Contractor is responsible for complying with all the local industrial waste disposal codes and regulations.

B.3.2 HVAC section

- B.3.2.1 The finished system must consist of 2 branches as specified on available drawing. Each branch must be attached to the separate connection point at the heat point room or the closest location.
- B.3.2.2 Each branch must be equipped with the balancing valve and adjusted for proper flow.
- B.3.2.3 Each branch must be equipped shut-off and drain valves.
- B.3.2.4 Air vents must be installed at the highest points of the loops.
- B.3.2.5 The Contractor must use copper piping of appropriate diameter.
- B.3.2.6 The Contractor must use electric and dielectric insulation in the steel-copper joints to prevent electrical corrosion.

B.3.3 Equipment requirements

- B.3.3.1 The hydronic heating radiators to be installed must match or exceed the technical specifications of model Refar Base 500. The Contractor is required to provide a list of proposed equipment with their proposal.
- B.3.3.2 All radiators must be mounted according to the manufactures' specifications. Each radiator must be equipped with shut-off valves.
- B.3.3.3 The technical specifications of supplied thermostatic valves and thermostats must match or exceed the technical specifications of model Danfoss.
- B.3.3.4 The technical specifications of supplied shut-off valves must match or exceed the technical specifications of model Danfoss, ball type.
- B.3.3.5 Prior to commissioning, the system will be pressure tested at 1,0 MPa for 20 minutes. The pressure drop cannot exceed than 0,02 MPa.

B.4 STANDARDS

- B.4.1 The installation work shall be performed according to all applicable rules and regulations of the Russian Federation, to include:
- SP 12-135-2003 "Safety On Labor Conditions In Construction Industry. Branch Standard Instructions On Labor Protection";
 - SP 60.13330.2012 "Heating, Ventilation and Conditioning".
- B.4.2 All equipment and materials proposed to be used for the project shall be approved by the COR prior to installation.

B.5 UTILITIES

Electricity (220V, 50 Hz single phase) is available at the work site. City water is also available from the faucet closest to work site. Electricity and water are provided at no cost to the

Contractor during the work period. Both shall be utilized solely for the contracted work. Toilet facilities will also be provided by the U.S. Embassy.

B.6 GOVERNMENT FURNISHED MATERIALS

None.

B.7 CLEANUP OF WORK SITE

All debris produced during the work must be removed from work site by the Contractor on a daily basis. The Contractor shall perform a final clean-up of the work site upon completion of the work. The Contractor is responsible for complying with all the local industrial waste disposal codes and regulations.

B.8 SAFETY

- B.8.1 The Contractor is responsible for taking all necessary safety measures during the work performance.
- B.8.2 The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract. The contractor's assumption of absolute liability is independent of any insurance policies.
- B.8.3 The Contractor shall provide employees with and require the use of safety equipment, personal protective equipment and devices necessary to protect the employee.
- B.8.4 The Contractor shall immediately report each accident, irrespective of severity, to the Contracting Officer's Representative.

B.9 CONTRACTOR PERSONNEL

- B.9.1 The contractor shall provide personnel as needed to complete the services that meet the technical requirements in this Scope of Work.
- B.9.2 The contractor shall insure that all personnel employed in the performance of the contract are qualified and possess the necessary licenses required in their respective trades. The Contractor shall be qualified (with all safety and due diligence training). Their credentials shall prove their qualifications with required licenses, etc.
- B.9.3 The Contractor shall provide the following information about the personnel, including drivers, and vehicles who will be working on the Embassy territory, for a security office check:
- full name and readable copy of passport for all tradesmen and supervisors;
- make, model and license plate number for all trucks and vehicles.

This information must be provided before the contractor will be allowed access onto the Embassy grounds to perform any work.

While working on the compound the Contractor's employees will be escorted by an Embassy Security Escort. The ratio is one escort for every six employees. All employees must be in the line of sight of the escort at all times. The Contractor must consider this restriction as he develops his execution plan.

END OF STATEMENT OF WORK

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

Embassy of the United States of America 19/23 Novinskiy boulevard, Moscow, Russian Federation 121099 RFQ# 19RS5018Q0018

D. INSPECTION AND ACCEPTANCE

The COR or COR's designee reserves the right to inspect and test all the work under this contract at any time. If any of the work does not conform to the contract requirements and/or specifications, the U.S. Embassy may require the Contractor to perform the services again at no additional cost to the Embassy.

D.1 SUBSTANTIAL COMPLETION

- (a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:
 - (1) do not interfere with the intended occupancy or utilization of the work, and
 - (2) can be completed or corrected within the time period required for final completion.
- (b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

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

D.2 FINAL COMPLETION AND ACCEPTANCE

- D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.
- D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.
- D.2.3 <u>FINAL INSPECTION AND TESTS</u>. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.
- D.2.4 <u>FINAL ACCEPTANCE</u>. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:
 - Satisfactory completion of all required tests,
 - A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
 - Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. <u>DELIVERIES OR PERFORMANCE</u>

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

The Contractor shall be required to:

- (a) commence work under this contract within <u>3 (three)</u> calendar days after the date the Contractor receives the Notice to Proceed,
- (b) address the work diligently, and,
- (c) complete the entire work under this contract within <u>14 (fourteen)</u> calendar days after the commencement of work. Any extensions of the work completion date must be authorized by the CO in writing.

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

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 <u>4:00</u> <u>PM Moscow time on March 29, 2018</u>. All schedules for this contract shall be submitted along with the quote by the quote submittal deadline stated above".
- (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 execute the work, commencing and completing performance no 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

Regular U.S Embassy working hours are 0900 to 1800, Monday through Friday. No work on site shall be commenced without the prior COR's approval. The Contractor shall provide a detailed schedule for accomplishment of the work to include the lead time required for procurement and delivery of materials and an estimate of the number of workers per day for each proposed on-site work day along with the quote. The Contractor may be allowed to work outside the regular working hours of 0900 to 1800 and on Saturdays, Russian holidays, and American holidays if pre-approved by the COR.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held after contract award to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. Time and date of the preconstruction conference are to be determined. 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>	<u>Deliver To</u>
		Prior to beginning	
		of work under this	
Section G. Securities/Insurance	1	contract	CO
		Along with the	
		quote by the quote	
Section E. Construction Schedule	1	submittal deadline	COR
Section G. Personnel Biographies	1	3 days after award	COR

F. ADMINISTRATIVE DATA

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

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

<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.

Invoices should be submitted to the following address:

Attention: Financial Management Center Embassy of the United States of America Bolshoy Devyatinsky Pereulok, 8 Moscow, Russian Federation 121099

Note: The Financial Management Center will receive invoices, log them in, and forward to the COR for review and approval.

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furn	ish some form
of payment protection as described in 52.228-13 in the amount of 50% of the contract pric	ce.
[] Letters of Credit, or	
[X] Bank Guaranty	

- G.1.1 The Contractor shall provide the information required by the paragraph above prior to beginning work on the contract. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.
- G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.
- G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.
- G.2.0 <u>INSURANCE</u> The Contractor is required by FAR 52.228-5, "Insurance Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:
- G.2.1 <u>GENERAL LIABILITY</u> (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF	THE SITE, IN U.S. DOLLARS
Per Occurrence	\$10,000
Cumulative	\$50,000
(2) PROPERTY DAMAGE, ON OR	OFF THE SITE, IN U.S. DOLLARS
Per Occurrence	\$10,000
Cumulative	\$50,000

- G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an 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:
 - G.3.1.2.1 The Contractor will be required to produce final As-Built drawings in AutoCad Version 2010 or higher. The Contractor will provide details on the As-Built drawings that show every detail of the finished heating system to include pipe sizes; lengths of pipe runs; location of valves, meters, pumps, gauges, and

meters. Contractor shall provide details by cross sections, typical details and other engineering acceptable standards for showing details.

- G.3.1.2.2 All measurements on the drawings shall be metric and all wording shall be in English. Upon completion of the project, the Contractor will submit two hard copy drawings (A3 size) of the proposed As-Built drawings for review, comment, and final approval. Once the Contractor has received final approval for the As-Built drawings, the Contractor shall deliver two disks with the final electronic drawings. Final payment on the contract will not be authorized until the approved electronic As-Built drawings are received.
- 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 **three** 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 may take 60 days to perform. For each individual the list shall include:

Full Name Place and Date of Birth Current Address Passport Copy

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.7.3 Unless otherwise stipulated herein, the Contractor shall guarantee the Contractor workmanship of the work completed under this contract for a one year period from the date of the Government's acceptance of the work completion.
- G.7.4 During the guarantee period, the Contractor shall correct and/or repair, at no cost to the Government, any damages and/or deficiencies that may be attributed to the materials and workmanship provided by the Contractor under this contract. The Contractor shall provide all labor, materials, equipment, at their own expense, to perform the repair and/or correction. The repair and/or correction must be completed within 24 hours from Notice of Damage(s).

G.8.0 EQUITABLE ADJUSTMENTS

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

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

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

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

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

H. CLAUSES

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

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

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

<u>CLAUSE</u>	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
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 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 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 MANAGEMENT (JULY 2013)
52.232-34 SYST	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN EM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	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 (SEP 2016)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) <i>Alternate I (SEPT 1996)</i>
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

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

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

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm .

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards. (End of clause)

652.236-70 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;
 - (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.

(End of clause)

J. QUOTATION INFORMATION

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 in Moscow or a surrounding city;
- (3) Be able to demonstrate prior experience with same or similar projects and have suitable references to be provided at the Embassy's request;
- (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	Completed Standard Form 1442, including a detailed price	1
	breakdown sheet.	
II	Business Management/Technical Proposal and a Performance	1
	schedule. See detailed requirements below.	

Performance schedule and Business Management/Technical Proposal Requirements.

- (a) Present the performance schedule indicating when the various portions of the work will be commenced and completed within the required schedule.
- (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;
 - (4) A detailed list of materials and equipment proposed to be used for the project;
- (5) A strategic plan for the project demonstrating the offeror's understanding of the scope.

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.
- (2) Date of the contract award, place(s) of performance, and completion dates; Contract dollar value;
 - (3) Brief description of the work, including responsibilities; and
 - (4) Any litigation currently in process or occurring within last 5 years, if any.

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

Attention: Contracting Officer Embassy of the United States of America Bolshoy Devyatinsky Pereulok, 8 Moscow, Russian Federation 121099

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.

C. <u>52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)</u>

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) A mandatory site visit is scheduled for <u>11:00AM Moscow time on March 23, 2018.</u> Access to the site visit must be requested at least 24 hours in advance.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract is under \$25,000.

E. <u>LATE QUOTATIONS</u>. Late quotations will not be accepted and shall be handled in accordance with FAR.

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

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

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

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

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

<u>PROVISION</u>	TITLE AND DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
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.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

- (a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
- (1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
- (2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

- (1) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (2) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

L. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

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

(a) Definitions.

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

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

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

(e) Taxpa	yer Identification Number (TIN).
TIN:	
	TIN has been applied for. TIN is not required because: ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.; ☐ Offeror is an agency or instrumentality of a foreign government; ☐ Offeror is an agency or instrumentality of the Federal Government.
(e) Type	of Organization.
	Sole Proprietorship;
	Partnership;
	Corporate Entity (not tax exempt);
	Corporate Entity (tax exempt);
	Government Entity (Federal, State or local);
	Foreign Government;

☐ International organization per 26 CFR 1.6049-4; ☐ Other
 (f) Common Parent. □ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause. □ Name and TIN of common parent: Name TIN (End of provision)
L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (APR 2016)
(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 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7 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 certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
[_] (i) Paragraph (d) applies.
[_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

Software.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

- (a) *Definitions*. As used in this clause—
- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
 - (1) FSC 5510, Lumber and Related Basic Wood Materials;
 - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
 - (3) FSG 88, Live Animals;
 - (4) FSG 89, Food and Related Consumables;
 - (5) FSC 9410, Crude Grades of Plant Materials;
 - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
 - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
 - (8) FSC 9610, Ores;
 - (9) FSC 9620, Minerals, Natural and Synthetic; and
 - (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the products it expects to provide in response to this solicitation is predominantly—	e end
 (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 offered end products manufactured outside the United States); or (2) [] Outside the United States. (End of provision) 	
L.4 <u>AUTHORIZED CONTRACTOR ADMINISTRATOR</u>	
If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be offeror's representative for Contract Administration, which includes all matters pertaining to payment.	
Name:	
Telephone Number:	
Address:	