

## Embassy of the United States of America Moscow, Russia

July 27, 2018

To: Prospective Offerors

Subject: Request for Quotations (RFQ) Number: 19RS5018Q0040

**Stair Lighting Replacement** 

The Embassy of the United States of America in Moscow is soliciting quotations for a qualified contractor to replace lighting fixtures (including necessary infrastructure) at central wing stair and adjacent elevator hall in the building located at 19/23 Novinskiy boulevard, Moscow, Russia 121099.

Quotations are due <u>on or before 4:00PM Moscow time on August 9, 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 19RS5018Q0040 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 site visit for this project is scheduled for <u>11:00AM Moscow time on August 3, 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,

Jeffrey M. Klem

Jeffrey M. Klem Contracting Officer

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OMB APPROVAL NO. 2700-0042

SOLICITATION, OFFER	<b>?.</b> 1. :	SOLICITATION NO.	2.	TYPE OF SOLICIT	ATION	3. DATE ISSUED	PAGE OF PAGES
		9RS5018Q0040	Request for Quotation 7/27/2018		2		
(Construction, Alteration, or Repair)			(RFQ)				
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.							
4. CONTRACT NO. 5. REQUISITION/PURCHASE REQUEST NO. 6. PROJECT NO.							
		PR7483644					
7. ISSUED BY	CODE	19RS50	8. A	DDRESS OFFER T	O		
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Moscow, Russian Federation,				scow, Russian F			
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9. FOR INFORMATION	A. NAME					de area code) (NO C	OLLECT CALLS)
CALL:	Yulia Mu	khina		+7(495)728-50	000 x5233	3	
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Section A – Services and Prices							
Section B – Scope of Work	<i>3</i> , <b>0</b> 0010						
Section C – Packaging and Mar	kina						
Section D – Inspection and Acce	•						
Section E – Deliveries or Perform	•						
Section F – Administrative Data							
Section G - Special Requirement	nts						
Section H – Clauses							
Section I – List of Attachments							
Section J – Quotation Information	on						
Section K – Evaluation Criteria							
Section L - Representations, Co	ertifications	and Other Statements of	f Offe	rors or Quoters			
11. The Contractor shall begin	•		•				ceiving
award, X notice to proce	eea. Inis p	erformance period is X m	nanda	tory, $\square$ negotia	able. (See	9	_ <i>)</i>
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(If "YES," indicate within how many calendar days after award in Item 12B.)  X YES □ NO  3 (three)							
13. ADDITIONAL SOLICITATION REQUIREMENTS:							
						4.00 DM (1	
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 8/9/2018 (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		t required.					
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AMOUNTS -										
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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	<b>Quoted Price</b>
01.	Total price to replace stair lighting	
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.

#### B.1 BACKGROUND

The Embassy of the United States of America in Moscow is soliciting quotations for a qualified contractor to replace lighting fixtures (including necessary infrastructure) at central wing stair (gridline 5) and adjacent elevator hall in the building located at 19/23 Novinskiy boulevard, Moscow, Russia 121099.

#### 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 confine all operations, including storage of materials, on the premises to areas authorized or approved by Embassy personnel.
- B.2.6 The Contractor is responsible for protection of 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.2.7 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. Floors around the work area shall be covered to protect carpet against any damage.
- B.2.8 All work areas, laydown areas and office areas shall be brought back to the condition to 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.2.9 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 All demolition and other noisy work shall be done according to the schedule pre-approved by COR.

#### B.3 WORK DESCRIPTION

The Contractor shall perform the following services:

- B.3.1 De-energize and isolate old cables installed on the east side of the staircase. Disconnect wires from breakers;
- B.3.2 Remove old lighting fixtures including emergency lights installed on the west side of the staircase:
- B.3.3 Install new surface mounted EMT conduit with all infrastructure for the east side of the staircase (including all necessary penetrations). One conduit should go through all floors:
- B.3.4 For elevator halls use existing conduits and wires where it is possible. Install new conduit and wires if the wire goes inside wall/ceiling (unused wires should be disconnected from the breakers);
- B.3.5 All penetration must be sealed by fire rated material. Provide a 2 hour fire barrier at penetrations through stairwell walls. Fire sealant shall have required certificates and approved by Embassy prior to application;
- B.3.6 Use existing EMT conduit and wire for the west part of staircase;
- B.3.7 <u>Stair lights</u>: Install new LED fixtures 1200x600mm, white light: one in west part of stair, one in east part. On 4th floor east part should have 2 panels 600x600mm on both side of the door. One light on east part in each floor must have 90 minutes battery backup.

Basis of design for lighting fixtures:

- 1200x600: Varton V1-A0-00300 72W 3000K with opal diffuser
- 600x600: Varton V1-A0-00070 36W 3000K with opal diffuser;
- B.3.8 <u>Elevator hall lights</u>: Install new LED fixtures 1200x600mm, white light: 2 lights on 2nd and 3rd floor, one light on other floors. One light on each floor must have a 90 minute battery back-up.

Basis of design for lighting fixtures:

Varton V1-A0-00300 72W 3000K with opal diffuser;

- B.3.9 Fixtures to be recessed in the areas where acoustical ceiling exists and surface mounted in other areas;
- B.3.10 Feed the stair lighting from panel 4SE on 4th floor: use existing circuit for east part of stair. Use spare breaker for the west side of staircase;
- B.3.11 Feed elevator hall lights from the #SE panels (where # -floor number);
- B.3.12 Each zone (east stair part of each floor, west stair part of each floor, elevator hall of each floor) should be controlled by individual IR motion sensor. On the 4th floor west side use to motion sensors installed on both sides of the door. Each sensor should control both lights.

For stair use wall mounted sensor. Basis of design: B.E.G. Indoor 180 with box for surface mounting.

For elevator halls use recessed sensor. Basis of design B.E.G. PD3-1C-FC.

- B.3.13 When elevator hall lights are de-energized temporary lights must be installed;
- B.3.14 Clean site when works are finished:
- B.3.15 Prepare and submit as-built drawings (see Section G.3.1.2);

#### B.4 STANDARDS

The work shall be performed according to all applicable rules and regulations of the Russian Federation and the National Electrical Code 2017.

#### **B.5** UTILITIES

Electricity (220V single phase) is available at the work site. Cold 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 CONTRACTOR FURNISHED MATERIALS

- B.6.1 The Contractor is responsible for taking accurate field measurements for all required materials.
- B.6.2 Samples of all materials must be approved by the Embassy prior to the contractor purchasing or installing any material. The Embassy will not be held responsible for the cost of material purchased by the contractor without prior approval.
- B.6.3 Demolished materials, unless specified herein, shall be removed from site by the contractor and disposed of in approved disposal sites per all applicable local rules and regulations.
- B.6.4 The Contractor shall not provide materials that contain asbestos or lead-based paint. It is up to the contractor to provide information to prove that the materials meet this requirement when requested to do so.
- B.6.5 The Contractor shall not provide materials that are flammable. It is up to the Contractor to provide information to prove that the materials meet this requirement when requested to do so.
- B.6.6 The Contractor shall provide all tools, materials, and equipment required for this project and not mentioned in Section B.7.

#### B.7 GOVERNMENT FURNISHED MATERIALS

- a) All EMT conduit required for the project;
- b) All junction boxes required for the project;
- c) All supports for EMT conduit required for the project;
- d) All wires required for the project.

#### B.8 CLEANUP OF WORK SITE

All debris produced during the work must be removed from work site by the Contractor. 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.9 SAFETY

- B.9.1 The Contractor is responsible for taking all necessary safety measures during the work performance.
- B.9.2 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.9.3 The Contractor shall provide employees with and require the use of safety equipment, personal protective equipment and devices necessary to protect the employee.
- B.9.4 The Contractor shall immediately report each accident, irrespective of severity, to the Contracting Officer's Representative.
- B.9.5 Activity Hazard Analyses (AHA) shall be completed for all potentially hazardous works. Such works include, but are not limited to, the work requiring special emphasis on safety planning.

#### B.10 CONTRACTOR PERSONNEL

- B.10.1 The contractor shall provide personnel as needed to complete the services that meet the technical requirements in this Scope of Work.
- B.10.2 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.10.3 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:

Spaso House Spasopeskovskiy Pereulok, 10 Moscow, Russian Federation RFO# 19RS5018Q0040

#### D. INSPECTION AND ACCEPTANCE

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

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

### D.1 SUBSTANTIAL COMPLETION

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

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

### D.2 FINAL COMPLETION AND ACCEPTANCE

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

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

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

The Contractor shall be required to:

- (a) commence work under this contract within <u>5 (five)</u> working 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 <u>no later than October 30, 2018</u> after the date the Contractor receives the Notice to Proceed. 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 August 9, 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 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 between 8:00 and 19:00, Monday through Friday. Other hours, if requested by the Contractor, including weekends, 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 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	CO		
Section G. Personnel Biographies	1	3 days after award	COR		
		Last calendar day			
Section F. Payment Request	1	of each month	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 furnish some form
of payment protection as described in 52.228-13 in the amount of 50% of the contract price.
[ ] Letters of Credit, or
[ X ] Bank Guaranty

- G.1.1 The Contractor shall provide the information required by the paragraph above within two (2) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.
- G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.
- G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.
- G.2.0 <u>INSURANCE</u> The Contractor is required by FAR 52.228-5, "Insurance Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:
- G.2.1 <u>GENERAL LIABILITY</u> (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS				
Per Occurrence	\$10,000			
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 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 **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.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): <a href="http://www.acquisition.gov/far/">http://farsite.hill.af.mil/vffara.htm</a>. 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 <a href="https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl">https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl</a> 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)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
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) (JUL 2018)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)

52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) 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:

# 652.204-70 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  $\underline{http://www.state.gov/m/ds/rls/rpt/c21664.htm}$ .

(End of clause)

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

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

(End of clause)

#### CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

### 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

- (a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.
  - (1) Scaffolding;
  - (2) Work at heights above 1.8 meters;
  - (3) Trenching or other excavation greater than one (1) meter in depth;
  - (4) Earth-moving equipment and other large vehicles;
  - (5) Cranes and rigging;
  - (6) Welding or cutting and other hot work;
  - (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.
- (b) *Safety and Health Requirements*. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.
- (c) *Mishap Reporting*. The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.
- (d) *Records*. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (e) *Subcontracts*. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
- (f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.
- (1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.
- (2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

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

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None.

### 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 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	Completed Standard Form 1442, including a detailed price	1			
	breakdown sheet.				
II	Performance schedule in the form of a "bar chart" and	1			
	Business Management/Technical Proposal. See detailed				
	requirements below.				

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.

## 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;
  - (4) Elevated work safety plan.

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

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

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

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

(c) Participants will meet at 19/23 Novinskiy boulevard, Moscow, Russia 121099.

## D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract is below \$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: <a href="http://acquisition.gov/far/index.html/">http://acquisition.gov/far/index.html/</a> or <a href="http://farsite.hill.af.mil/vffara.htm">http://farsite.hill.af.mil/vffara.htm</a>. 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 <a href="http://www.statebuy.state.gov">http://www.statebuy.state.gov</a> 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. <u>EVALUATION CRITERIA</u>

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

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

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

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

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

(a) Definitions.

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

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments
- (c) otherwise due under the contract.
- (d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (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) (	on Parent.  Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent:
	Name
	TIN
	(End of provision)

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

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, and 237990.
  - (2) The small business size standard is \$36.5M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at <u>52.204-7</u> is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
  - ☐ (i) Paragraph (d) applies.
- $\Box$  (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) <u>52.203-2</u>, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
  - (A) The acquisition is to be made under the simplified acquisition procedures in 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 \$250,000.
- (iii) <u>52.203-18</u>, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at <u>52.204-7</u>, System for Award Management.
- (v) <u>52.204-5</u>, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
  - (vi) 52.209-2, 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>, 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 <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xviii) <u>52.223-22</u>, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at <u>52.204-7</u>.
- (xix) <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>.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.
- (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) <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) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for
EPA-Designated Products (Alternate I only).
(vii) <u>52.227-6</u> , Royalty Information.
(A) Basic.
(B) Alternate I.
(viii) <u>52.227-15</u> , Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically via the SAM

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

## FAR CLAUSE # TITLE DATE CHANGE

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

(End of provision)

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

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

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

(b) For statistical p	urposes only, the	e offeror shall in	ndicate wheth	er the place o	f manufacture	of the end
products it expects to	provide in respo	onse to this solid	citation is pre	dominantly—	-	

- (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 <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 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 (<u>52.209-10</u>).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at <u>9.108-2</u>(b) applies or the requirement is waived in accordance with the procedures at 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)