

WIRING NEW PHONES OVERSEAS UNDER \$150,000
RFQ (PO)

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Model Contract

UPDATES TO THE MODEL

01/14/2014 - Update FAC 2005-64 thru 69, PIB 2012-16 (52.232-99 Deviation already included in models)

08/26/2013 – Updated VAT, Section A.1, Version A

05/22/2013 – Update VAT info, Section A.1

05/10/2013 – Update not needed to Section L

03/25/2013 – Update FAC 2012-18

02/01/2013 – Update FAC 2005-60 thru 63 (52.204-8, 52.225-25)

09/10/2012 – Updates required by PIB 2012-16, 17 and 18

05/23/2012 – Updated required by FAC 205-56-59, PIB 2012-11 and -10 (notes on inherently govt, 52.204-7, 52.245-1, 52.232-32, 52.245-9, 52.204-8)

02/22/2012 – Update per FAC 2005-55 (52.204-8, 52.204-10, and 52.213-4)

12/23/2011 – Update FAC 2005-54 (52.225-25 and 52.204-8)

07/20/2011 – Updates required by DOSAR (652.204-70; 652.237-71)

07/13/2011 – Updates required by FAC 2005-53 (52.223-18, 52.215-10, and 52.215-11)

07/08/2011 – Updates required by FAC 52. (52.216-7, 652.242-73, 652.229-70, 52.204-8, 52.209-2)

04/06/2011 – Update FAC 2005-48, 49, 50 and 51.

02/28/2011 – Correction to update required by FAC 2005-47.

2/23/2011 – No update required for 52.209-9

01/24/11 – Update per FAC 47-48 and PIB 2011-3; 52.204-8, 52.204-9

10/19/10 – FAC 2005-46 update 52.213-4, 52.244-6, 52.204-8 and add 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAC 2005-45 update all required FAR clauses

07/22/10 -- FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 update to (52.245-9 and 52.222-19)

07/01/10 – Update FAC 2005-42 (52.213-4)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 – No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; FAC 2005-40 has the following changes:
(52.244-6, 52.203-13) (52.209-5) (52.209-7) (52.209-8)

01/12/10 – Change required by FAC 2005-38 (52.213-4, 52.244-6)

08/27/09 – Change required by FAC 2005-35 & 36 (52.213-4, 52.222-19, 52.225-20, 52.244-6)

08/17/09 – Change required by FAC 2005-34 (Add 52.209-2)

07/21/09 – 52.228-74. Updated DBA rates

06/26/09 - No change required by FAC 2005-32&33

05/19-09 – No change required by FAC 2005-31 (52.215-2)

03/10/09 - Change required by FAC 2005-29 and 30 (52.213-4)

03/09/09 - Change required by FAC 2005-29 and 30 (52.222-50, 52.244-6, 52.204-8)

12/19/08 – FAC 2005-28 (52.213-4 and 52.244-6)

10/08/08 – Update FAC 27 (52.232-17, 52.232-27)

07/28/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/14/08 – Change required by FAC 26 (52.225-13 and 52.225-20)

06/12/08 – Change required by FAC 2005-23, 24 & 25 – 52.222-19, 52.213-4

06/02/08 – Added note to include 52.225-19 if danger post

05/28/08 – Deleted DOSAR indemnification clause as it was deleted awhile ago.

1/31/08 – No update required by FAC 2005-23; DBA rates updated

12/05/07 – No change required by FAC 2005-21 & 22

09/20/07 - No update required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.213-4)

09/05/07 – Add DOSAR 652.228-70

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71)

07/18/07 - Change required by FAC 2005-18 – no change required

07/11/07 – Changes required by FAC 2005-17 (update) (52.243-4, 52.245-9)

03/26/07 – Changes required by FAC 2005-16 (52.213-4, 52.244-6)

12/15/06 – No change required by FAC 2005-15.

12/13/06 – No change required by FAC 2005-14.

12/07/06 – Changes required by FAC 2005-13 (52.209-6, 52.213-4 and 52.244-6)

08/03/06 – Change to FAR internet reference; no update required for FAC 2005-12

7/21/06 - Update 652.228-71; no change required by FAC 2005-11

7/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

6/20/06 – Change required by FAC 2005-09 (52.204-8, 52.204-9, 652.237-71, 52.222-50)

2/15/06 – Change required by FAC 2005-07 (update FAR 52.213-4, 52.225-13, 52.244-6, 52.204-8)

1/19/06 – Change required by FAC 2005-8 (FAR 52.213-4 to Jan 2006)

12/14/05 – Change to date of 52.244-6 to reflect that change in FAC 2005-1 was only to clause prescription

10/27/05 – Changes required by FAC 2005-6 (52.232-27)

8/19/05 – No update per FAC2005-05

6/28/2005- Changes required by FAC 2005-4 (52.213-4 update)

5/13/2005 – Changes required by FAC 2005-3 (52.213-4 update)

5/2/2005 – Created Section L, Reqs and Certs

4/8/2005 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

2/17/05 – Updated 52.209-6, 52.213-4, 52.244-6

11/02/2004 – Updated 52.213-4 for FAC 2001-25

10/07/04 – Updated to cover new DBA

07/06/2004 – Updated 52.213-4 & 52.244-6 FAC 2001-24

06/30/2004 – Update 52.213-4 & 52.219-1 FAC 2001-23

04/16/04 – No revision required for FAC 2001-21; updated for FAC 2001-22 (FAR 52.213-4 and 52.249-2).

1/29/04 - No change for FAC 2001-17, changes for FAC 2001-18 (update 52.215-1) and changes to FAC 2001-19 (update 52.213-4, 52.222-19)

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- Introduction: A/OPE has prepared a model competitive request for quotations (RFQ) for rewiring at posts overseas. This model is written as a RFQ because IRM has indicated that no post will exceed US \$150,000 for this effort and work shall only be in the Unclassified Areas of the Post (IRM handles CAA areas and will use cleared Americans).
- REQUIRING OFFICES** - All requirements for new services must undergo a pre-award assessment by the requiring office to ensure the statement of work does not include any inherently governmental functions. The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, Attachment 1 is available on e-Forms and will be used to meet this requirement.
- Site Prep Work: Coordinate site prep work with the GSO and IMO. Post is responsible to implement and fund for all inside and outside facility site prep work. This includes structural penetrations (core drilling), installation of underground conduits and upgrades for power, grounds and air conditioning.
- Patching & Repairs: This is listed separately in the Pricing section because post is responsible for funding this line item, not IRM.
- Bonding. Please note that FAR 28.102-3 says are optional under simplified acquisitions; however, some form of security is required by FAR 52.228-13 Alternative Payment Protection, for those acquisitions totaling between \$25,000 and \$150,000. A performance or payment bond, cash security or bank letter of guarantee may be required to insure that the Contractor will in fact commence and complete work as specified in the purchase order.
 - A performance bond is an undertaking by a financial institution such as an insurance company to guarantee that the Contractor will complete the order in accordance with its terms, up to the face limit or penal sum of the bond. In the United States, performance and payment bonds for 100% of the contract price each are common, and on major OBO projects, bonds each totaling 50% of the contract price are required. We recommend that only one form of security are required for projects under the simplified acquisition limit, totaling 50% of the purchase price.
 - In the model, a 50% performance bond is required, meaning that if a contractor defaults on an \$80,000 project, the surety will be liable for up to \$40,000. Typically, the penal sum of the bond is reduced dollar for dollar by any amounts paid by the owner. A higher amount will protect the government for a longer period of time.
- Cover Sheet. Cover sheet would be the SF 18 - Request for Quotations or SF 1442, Solicitation, Offer, and Award (Construction, Alternation, or Repair). If using SF 1442, type "RFQ" in block #2)

Purchase Order Requirements. The Contracting Officer may need to add sections to this model, or fill-in data in existing sections, that will vary by location and project type. The information that may need to be added are:

- Bond or Alternate forms of security requirements
- Insurance Requirements
- Government furnished materials and equipment
- Scheduling and sequencing requirements
- Temporary utilities and facilities
- Limitations on access to site (vehicular and pedestrian, badges required, etc.)
- Working hours and conditions
- Safety and accident prevention requirements

Contract Commencement - Insert an appropriate number of days (determined in consultation with the IMO) in block #11 of the Standard Form 1442 and check the first box in block #11 if the Government is prepared to have the work start upon contract award. If the Contractor is required to submit additional information, bonds or insurance policies after award of the contract, the time period should include an allowance of time to do so, such as an extra five or ten days. Since the "clock" starts running on award of the contract under this method, the Contractor is the one who will suffer any delays in mobilizing for the project. The period of performance should always be marked mandatory in Box #11. The Contracting Officer will need to issue a separate Notice to Proceed for approval of the bonds and insurance certificates; however, the performance time period will not be affected by delays in the submission, or approval of these documents.

While the SF1442 established a number of days for contract performance, a specific contract completion data should be established in Section F, Period of Performance when the contract is ready to be awarded.

In some cases, the Contracting Officer will not want to establish a completion date or have the Contractor commence work until a Notice to Proceed is issued. This may be because:

- the site is not ready for work to commence,
- time is needed to move personnel to temporary quarters or offices,
- time is needed to schedule delivery of Government-furnished equipment and materials
- post needs to schedule the work to be performed with that of another contractor whose work must be finished first.

The Contracting Officer may also wish to delay commencement until affirmative authorization is given through a Notice to Proceed when the Contractor's post-award submittals are critical. In these cases, the second box in #11 will be checked.

Liquidated Damages. The Contracting Officer should determine whether it is appropriate to include the requirement for liquidated damages in the solicitation, and if so, will need to establish the amount of liquidated damages. A liquidated damages provision is no substitute for obtaining a realistic and detailed progress schedule from the Contractor before work commences, and keeping close tabs on progress during construction to make sure that the Contractor will be able to complete the work within the stipulated period of performance.

The amount of liquidated damages is usually based on an analysis of the costs which will be incurred by the Government if the work is not completed on time. Liquidated damages should be calculated as a daily rate and may include the cost of Governments' on site staff monitoring the project.

Sample calculation provided below:

Estimated on-site staff costs (Direct Labor, TDY Housing, etc.)	
Estimated Post staff costs (GSO, IMO)	
Other Direct Costs (cost of rescheduling other Contractors, etc.)	
TOTAL*:	

*Divide Total by: _____ [Number of Calendar Days Period of Performance] = _____ [Daily Rate of Liquidated Damages]

Site Visit. It may be helpful to conduct a site visit at the project for all firms that were mailed the RFQ. A date and time for this visit would be identified on the cover of the SF18 or cover letter. Make sure this visit is held after the request for quotations have been released so that firms have had time to review drawings and specifications so that they may review information relevant to this project and ask questions regarding information we have provided.

Award. Use a purchase order form as a cover sheet to make the award or complete Part IV of the SF1442 . The final purchase price should be indicated in both words and figures and period of performance should identify number of days as well as month/date/year work is to be completed.

Always use OPE's most recent contract model. Do not recycle an older version. Contract models are updated with FAR clauses many times per year.

If you have questions about FAR Provisions and clauses, consult FAR 52.3, the provision and clause matrix, at http://acquisition.gov/far/current/html/52_301Matrix.html. Do not delete any provisions or clauses without talking with your OPE Desk Officer.

In the cover letter to the OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from OPE's website.

Instructions for each “[*Note to Contracting Officer*]” have been followed

- Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections, many of which are denoted by “[]”
- REQUIRED – Before sending to OPE for review, all modified clauses are highlighted unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
 - REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
 - Highlights have been removed before issuing solicitation
- Bio-preferred products - If U.S. firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section I.1.
- Appropriate information has been entered into all blank fields.
- Your A/OPE Desk Officer has approved this solicitation when and where approval is appropriate.
- The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you’ll have a history of what you’ve done.
- “Model Updates” at the beginning of this document were deleted before final printing.
- ALL “Tick List and Guidance” comments have been deleted before final printing.
- “[Notes to Contracting Officer]” which are embedded in the model have been deleted before final printing
- Contracting Officer has read the solicitation before it has been submitted to A/OPE/EAD for review.
- Contracting Officer has made sure all A/OPE/EAD comments are incorporated before issuance.
- Contracting Officer has actually read the final solicitation before distribution.
- The solicitation makes sense to both you and your Desk Officer
- The Proposal due date is at least 30 days after issuance. Also, the Contracting Officer has ensured this due date does not fall on an Embassy holiday or weekend.
- PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your OPE Desk Officer.

- The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award.
- Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- You have coordinated the tasks with the requirements office to ensure all tasks are necessary to include the timing.
- SECTION I Completed
 - FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
 - Defense Base Act Insurance clauses reviewed and modified:
 - When the Contracting Officer has a reasonable expectation that no covered contractor employees (see PIB 2009-20 on OPE intranet site for definition of covered versus non covered employees) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers’ compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the solicitation:
 - FAR clause 52.228-4, *Workers’ Compensation and War-Hazard Insurance Overseas*. Place in Section H
 - If, in response to the solicitation, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.
 - The Contracting Officer shall then amend the solicitation to add a line item in Section A (see sample language in B.2.7 and actual item in B.3.6 of the LGP model).

Also add the following clauses/provisions:

- FAR clause 52.228-3, *Workers’ Compensation Insurance (Defense Base Act)*; place in Section H. Incorporated by reference.
- DOSAR clause 652.228-71, *Workers’ Compensation Insurance (Defense Base Act) – Services*; place in Section H. Incorporated in full text. If DOSAR 652.228-71 included delete actual text from paragraphs b, c, d, e and f and mark those paragraphs as “reserved per PIB 2012-17”

- Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.

American Business Sources

- If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).

- If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6.

- If the above conditions are met, include the following (shown here in blue) at the end of Section L and number as the next sequential number in the L series.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237130**.

(2) The small business size standard is **\$33.5 million dollars**.

(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) Representations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Definitions.* As used in this provision—

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(d) Notice.

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

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

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

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

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

(End of provision)

If U.S. firms are being solicited/awarded a contract the following FAR clause must be provided in full text in Section I :

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

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

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

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

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

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

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

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

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

3rd Country Nationals: The clause Recruitment of Third Country Nationals for Performance on Department of State Contracts shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance Contractors shall submit Recruitment and Housing Plans as appropriate and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans.(PIB 2012-10):

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.

b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. Provide sample recruitment agreement in English.

d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.

e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.

f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a “Know Your Rights” brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company’s obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via e-mail at OIGHotline@state.gov.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

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SF-18 or SF-1442 cover sheet

[Note to Contracting Officer: Make special notation on cover sheet that “Funds are not currently available for this contract per FAR 52.232-18, Section H. In addition, quotations will be evaluated against whether it is in the U.S. Governments best interests to procure these services locally or with US firm that is currently under contract with USG.”]

- A. Price
- B. Scope of Work
- C. Packaging and Marking
- D. Inspection and Acceptance
- E. Deliveries/Performance
- F. Administrative Data
- G. Special Requirements
- H. Clauses
- I. List of Attachments
- J. Quotation Information
- K. Evaluation Criteria
- L. Representations, Certifications and Other Statements of Offerors or Quoters

Attachments:

- Attachment 1: Standard Form 25, “Performance and Guaranty Bond”
- Attachment 2: Standard Form 25A, “Payment Bond”
- Attachment 3: Sample Bank Letter of Guarantee
- Attachment 4: Drawings
- Attachment 5: Government Furnished Property

REQUEST FOR QUOTATIONS

A. PRICE

A.1 VALUE ADDED TAX

[Note to Contracting Officer: include Version A, if the Contractor must submit VAT for this contract to the host government. Include Version B if the host government will not require submission of VAT by the Contractor for this contract.]

Version A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

Version B

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

A.2 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 herein. This price shall include all labor, materials, overhead and profit.

<u>Line Item</u>	<u>Description</u>	<u>QTY</u>	<u>Price</u>	<u>Total</u>
001	Wiring Installation and Removal	1 LOT		
002	Patching and Repair	1 LOT		

B. SCOPE OF WORK

The Contractor shall replace any telephone vertical cabling that is not CAT 3 or horizontal cabling that is not four pair UTP CAT 5 for all non-controlled access areas. Contractor is to provide materials and installation of vertical CAT 3 riser and horizontal CAT 5 cabling. Installation must comply with ANSI/TIA/EIA-568-A, Section 10.3 Backbone UTP Cabling. The Contractor shall install the new and remove the old cabling.

The Contractor shall install telecommunications cabling systems following ANSI/TIA/EIA standards, 568-A, 569-A, 606 and 607 (EIA standards). All cabling shall comply with ANSI/ICEA S-80-576 for standard US color codes and binder color-code integrity.

Horizontal Cabling: Install four pair CAT 5 UTP horizontal cabling as defined in the EIA standards. Cables are to be home run to the telecommunications closet with no splices. Design all pathway(s) to accommodate additional and diverse telecommunication requirements. Work area CAT 5 cables must be terminated on industry standard eight pin modular, CAT 5, unkeyed, blue RJ-45 jacks pinned to ANSI/TIA/EIA 568A standard. In the Telecommunications Closets, CAT 5 cables are to be terminated on "GFE" NORDX/CDT QCBIX1A4 connector blocks. Contractor shall provide RJ45 jack and associated mounting hardware.

Vertical Riser Cabling: CAT 3 UTP vertical cabling must be installed as defined in the EIA standards. All pathway(s) shall be designed to accommodate additional and diverse telecommunication requirements. CAT 3 riser cables must be homerun between each Telecommunications Closet and the Telephone Distribution Frame (no splices or cross-connects). Both ends of CAT 3 riser cables are to be terminated on "GFE" NORDX/CDT QCBIX1A connector blocks. Specifications for riser cables are 100-ohm UTP Category 3, 24 AWG (0.50mm) solid bare copper conductors, and comply with ANSI/TIA/EIA-568-A, Section 10.3 Backbone UTP Cabling. Cable shall provide three pair for every extension. (Example: 100 phones would require a 300 pair cable.) The Contractor shall comply with ANSI/ICEA S-80-576 for standard US color codes and binder color-code integrity.

Outside Plant Cabling: Underground Cables must be Gel-filled twisted-pair cable with 24 AWG (0.50mm) solid bare copper cable, 100-ohm unshielded twisted pairs Category 3 cores overlaid with corrugated aluminum and steel, covered by polyethylene outer jacket. Cable should be sized to provide three pairs for every extension. (Example: 100 phones would require a 300 pair cable.) Must comply with ANSI/ICEA S-80-576 for standard US color codes and binder color-code integrity. Typical cable pair sizes are 25, 50, 100, 200, 300, 400, 600, 900, 1200, 1500 and 1800. An example is Lucent ANMW ASP-filled core cable or equivalent. Air-filled type cables for aerial and underground installations are not recommended.

Aerial Cabling: Aerial cable must be self support twisted-pair cable with 24 AWG (0.50mm) solid annealed bare copper conductors and covered by polyethylene outer jacket. The sheath consists of corrugated aluminum shield and a high strength stranded steel messenger wire. Cable should be sized to provide three pairs for every extension. (Example: 100 phones

would require a 300 pair cable.) Must comply with ANSI/ICEA S-80-576 for standard US color codes and binder color-code integrity.

Lightning Protectors: Lightning protectors are required on both ends of all outside cable feeds. Solid state five pin type protectors will be “GFP”.

Grounding and Bonding: Lightning protectors and cable shielding shall be grounded in accordance EIA standard 607 and the NEC (NFPA 70).

Drawings: In case of differences between small and large scale drawings, the later 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.

Administration: Contractor shall provide a submittal within 10 days after contract award documenting cable routing, conduits, , pathways from the station equipment to the telecommunications closets, telephone distribution frame and vertical cable sizes. See EIA standard 606 for details.

Contractor shall label all cabling and receptacle boxes as set forth in EIA standard 606 as well. Contractor shall provide as-builts or records management documentation (labels, records, drawings, etc) showing all cable terminations and cross-connects. Each RJ-45 jack must be given a unique number. See EIA standard 606 for details.

Security: Work in some areas will require a cleared American escort. [*Note to Contracting Officer: In consultation with IMO, identify on the drawings which areas will require escorts by color coding areas. This is necessary to alleviate any disruption claims that may later arise.*]

Testing: The Contractor shall perform pre-qualification testing during installation to insure quality control and that the cabling system will pass qualification testing. The Government will test installation to conform with TIA/EIA TSB-67 Transmission Performance Specifications for field testing of unshielded twisted cabling systems and ANSI/TIA/EIA-A-1, propagation delay and delay skew specification for 100 ohm 4-pair cable. Testing will be accomplished using level II field testers.

Removal of Existing Wiring: Upon completion and passing of tests identified above, contractor shall remove old cabling. This shall be done minimizing any property damage to walls, ceilings, carpets effected by the removal. Contractor is responsible for restoring walls, ceiling, and carpeting to their original condition. If cutting is necessary it shall not impair structural stability of the building and system and contractor shall patch and paint (if on wall or ceiling) effected areas.

Patching & Repair: Patching Material shall match existing materials in type and quality and be specifically designed to fill holes, spaces, and voids and cavities at communication penetrations and where old cabling removed. Patching material shall be made of firestopping

materials. Restore patched surfaces as close to the original condition and finish as possible. Where patching occurs smooth surface to be painted and extend, paint coat over entire unbroken surface containing the patched area. Patched areas shall be primed first and finished with two coats of paint so that patch blends into existing surface.

C. PACKAGING AND MARKING

Materials delivered to the site shall be marked as follows:

[Note to Contracting Officer: fill in and add instructions for special markings if items need to come into the country duty-free.]

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed under this contract 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.

Substantial Completion

Definitions:

(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, accompanied by the 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.

Final Completion and Acceptance

Definitions:

(a) "*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, on 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.

(b) 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.

Final Inspection and Tests

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date 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.

Final Acceptance

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

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

E. DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to (a) commence work under this contract within _____ **[Note to Contracting Officer: insert number]** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than _____ **[Note to Contracting Officer: insert number of days after NTP]**. The time stated for completion shall include final cleanup of the premises and completion of punch-list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **[Note to Contracting Officer: insert amount]** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

Contractor's Submission of 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 **[Note to Contracting Officer: identify number of days]** calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the jobsite.

(d) All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified 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, nor (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 completion of the project after the completion date, the Contractor shall notify the Contracting Officer of 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 notice not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

Notice to Proceed

(a) Following receipt from the Contractor of any bonds or evidence of insurance within the time specified in Section G of this order, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder, 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 prior to receipt and acceptance of any bonds or evidence of insurance required hereunder. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours

All work shall be performed during [*Note to Contracting Officer: insert times and days*]. Other hours, if requested by the Contractor, may be approved by the COR. The Contractor shall give 24 hours notification 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.

Pre-Construction Conference

A preconstruction conference will be held 10 days after contract award at [*Note to Contracting Officer: insert address*] to discuss the schedule, submittals, notice to proceed,

mobilization and other important issues that effect construction progress. See FAR 52.236-26, PreConstruction Conference.

Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Qty</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
G. Securities/Insurance	1	10 days after award	CO
E. Construction Schedule	1	10 days after award	COR
E. Pre-Construction Conference	1	10 days after award	COR
G. Bios on Personnel	1	10 days after award	COR
F. Payment Request	1	Last calendar day of each month	COR
D. Request for Substantial Completion	1	5 days before inspection	COR
D. Request for Final Acceptance	1	5 days before inspection	COR
B. Installation Submittal	1	10 days after contract award	COR

[Note to Contracting Officer: add other data in accordance with specifications]

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 [*Note to Contracting Officer: insert job title of COR*].

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein.

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

Following 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, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons therefore.

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.

[*Note to Contracting Officer: include the following clause if VAT will apply to this contract.*]

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

[*Note to Contracting Officer: insert the address to which invoices should be sent. For Prompt Payment Act purposes, use the address of the FMO. The FMO will log in receipt of invoices and forward to the COR for review and approval.*]

G. SPECIAL REQUIREMENTS

G.1 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. [*Note to Contracting Officer: identify if bonds, irrevocable letters of credit or bank guarantees can be used*].

The Contractor shall provide the information required by paragraph above within ten (10) calendar days of award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. Should the contract be 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.

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, 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.

The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time 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 Insurance - The Contractor is required by 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:

General Liability (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, stated in U.S. dollars:	
Per Occurrence	<i>[\$[Note to Contracting Officer: insert amount]</i>
Cumulative	<i>[\$[Note to Contracting Officer: insert amount]</i>
(2) Property damage on or off the site, stated in U.S. dollars:	
Per Occurrence	<i>[\$[Note to Contracting Officer: insert amount]</i>
Cumulative	<i>[\$[Note to Contracting Officer: insert amount]</i>

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.

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.

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.

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.

The Contractor shall provide evidence of the insurance required under this purchase order within ten (10) calendar days after award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

G.3 Document Descriptions

G.3.1 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.2 Record Documents. The Contractor shall maintain at the project site:

- a current marked set of drawings indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.3 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- complete sets of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- record shop drawings and other submittals, in the number and form as required by the specifications.

G.4 Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among 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.

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.

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.

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

G.5 Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. 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.

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.

After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take __ **[Note to Contracting Officer: insert number of days]** days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth

Current Address

Identification number

[Note to Contracting Officer: Add other information needed here.]

Failure to provide any of the above information may be considered grounds for rejections 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.

The manager assigned by the Contractor to superintend the work on-site, as required by Section H, 52.236-6, "Superintendence by the Contractor," shall be fluent in written and spoken English. This individual shall also be considered key personnel under the terms of this purchase order.

G.6 Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

G.6.1 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project.

G.6.2 Basis of Contract Price

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

G.6.3 Substitutions

(a) Prior approval required. The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must be accompany any substitution request including but not limited to the reasons

for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval through shop drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) Final approval on delivery. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

G.6.4 "Or-Equal Clause"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

G.7 Special Warranties

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", insofar as they do not conflict with the provisions of such special warranties.

The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and 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 requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8 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 a limit of 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 in accordance with additional information provided in FAR 52.236-4, Differing Site Condition.

DOSAR 652.235-70 ACCIDENT PREVENTION (AUG 1999)

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) 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) ***[Note to Contracting Officer: if work involves scaffolding or other work at heights above 2 meters, trenches or other excavation greater than 1 meter, earth moving equipment, electrical hazards, work in confined space (limited exits, potential for oxygen less than 19.5%, toxic 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), or hazardous materials (especially those used indoors, i.e. paints, solvents, etc.) then additional requirements regarding safety must be specified here as defined by the Post Occupational Safety & Health Officer (OSHA). In addition the following language should be added under a separate heading: "Safety Manager. (a) The Contractor shall designate a safety manager for this contract. The safety manager shall be responsible for coordination of safety procedures, and monitoring of those aspects of the work that pose the greatest safety risks. (b) If, during the performance of this contract, the Contractor encounters hazardous materials (including asbestos-containing materials, etc), the contractor shall immediately report the situation to the COR.]"***

(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 or loss 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 the work, the Contractor shall—

- (1) Submit a written proposal for implementing this clause; 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 at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction 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 issued under this clause.

G.9 Public Notification

The Contractor agrees not to use the work under this purchase order to promote or advertise its' business, without the written approval of the Contracting Officer.

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

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 see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo or 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>	<u>TITLE AND DATE</u>
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[Note to Contracting Officer: use 52.203-13 if expected to exceed \$5,000,000.]

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

[Note to Contracting Officer: Add 52.204-9 if contractor personnel on USG property]

52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

[Note to Contracting officer: add clause 52.210-1 if estimated contract over \$5,000,000]

52.210-1 MARKET RESEARCH (APR2011)

52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (NOV 2013)

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

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)

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)

[Note to Contracting Officer: Include 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.3 of location is danger zone.]

52.227-3 PATENT INDEMNITIES (APR 1984)

[Note to Contracting Officer – See instructions on whether to also include FAR 52.228-3 Workers’ Compensation Insurance (Defense Base Act) (APR 1984).]

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 (JUL 2000)

[Note to Contracting Officer: fill in blank in close above for * on what alternate payment protection to be used]

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

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (OCT 2010)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.233-1 DISPUTES (JUL 2002) *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 (JUNE 2007) <i>Alternate II</i>
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.245-9	USE & CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) <i>Alternate I (SEP 1996)</i>
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clauses are set forth in full text:

[Note to Contracting Officer: insert the clause at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]

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)

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 email 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)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

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.

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.

[Note to Contracting Officer: See instructions on whether to add DBA clause

652.228-71 Worker's Compensation Insurance (Defense Base Act) – Services. If this clause is included, mark paragraphs (b), (c), (d), (e) and (f) as “RESERVED”.]

[Note to Contracting Officer: Add 652.229-70 if you anticipate U.S. firms submitting proposals]

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO. PAGES</u>
Attachment 1	Standard Form 25, "Performance and Guaranty Bond"	2
Attachment 2	Standard Form 25A, "Payment Bond"	1
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Drawings	
Attachment 5	Government Furnished Property	

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

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

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

B. SUBMISSION OF QUOTATIONS

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

Each quotation must consist of the following:

<u>Volume No.</u>	<u>Title</u>	<u>No. of Copies*</u>
1	Standard Form 18 including completed Section A	
2	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	

[*Note to Contracting officer: fill in number of copies needed]

The complete quotation shall be submitted at the address indicated on Standard Form 18, if mailed, or the address set forth below, if hand delivered.

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation shall be identified and explained/justified in the appropriate volume of the offer.

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

(a) The performance schedule shall be presented in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion 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; and
- (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. Along with the list of suppliers provide the product data sheets for cabling to be used for this project.
- (4) Bar chart indicating various portions of the work; when work will commence and be completed in each section

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

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

C. 52.236-27 SITE VISIT (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) An organized site visit has been schedule for [*Note to Contracting Officer: insert date and time*]

(c) Participants will meet at [*Note to Contracting Officer: insert location*].

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:

_____ [*Note to Contracting Officer: complete this block, not with the Government estimate, but with a range in U.S. dollars or local currency. See FAR 36.204 for instructions on how to construct the range.*]

E. LATE QUOTATIONS.

Late quotations shall be handled in accordance with FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004), which is incorporated by reference into this solicitation.

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.

Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. Responsibility will be determined 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 otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
<input type="checkbox"/>	TIN has been applied for
<input type="checkbox"/>	TIN is not required because:
<input type="checkbox"/>	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.
<input type="checkbox"/>	Offeror is an agency or instrumentality of a foreign government
<input type="checkbox"/>	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporate Entity (not tax exempt)
<input type="checkbox"/>	Corporate Entity (tax exempt)
<input type="checkbox"/>	Government entity (Federal, State or local)

	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

(End of provision)

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237130**.

(2) The small business size standard is **\$33.5 million dollars**.

(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 certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, 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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(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) 52.214-14, 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.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 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.

(x) 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.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—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 \$79,507, 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.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan— Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended 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
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

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

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) Outside the United States.

(End of provision)

L.4. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone Number:	
E-Mail address:	

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

L.5 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUNE 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers’ compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of [*Note to Contracting Officer: insert country of performance and check the appropriate block below.*] –

- Workers’ compensation laws exist that will cover local nationals and third country nationals.
- Workers’ compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

L.6 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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

(End of provision)

L.7. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)

(a) *Definition.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874 .

(c) *Representation.* By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

ATTACHMENT #1 – PERFORMANCE AND GUARANTY BOND

Standard Form 25, "Performance and Guaranty Bond"
[*Note to Contracting Officer: Get from Part 53 of the FAR*]

ATTACHMENT #2 – PAYMENT BOND

Standard Form 25A, "Payment Bond"

[Note to Contracting Officer: Get from Part 53 of the FAR]

ATTACHMENT #3 - SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer
U.S. Embassy [*insert Post name*]
[*insert mailing address*]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

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

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

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

Depository Institution: [*insert institution name*]
Address: _____ Location: _____
Representative(s): _____ State of Inc.: _____
_____ Corporate Seal:

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

ATTACHMENT #4 - DRAWINGS

[Note to Contracting Officer: identify drawing titles and dates, including floor plans with the estimated number of extensions (provided by IMO).]

ATTACHMENT #5 - GOVERNMENT FURNISHED PROPERTY

[Note to Contracting Officer: sample is provided on what is normally GFP, however, with consultation with the IM,O you may add or delete items not available locally (ensure quantities are added). GFP may be expanded if local materials are unavailable or unacceptable]

The Government shall make the following property available to the Contractor as "Government furnished property" for performance under the contract.

[Note to Contracting Officer: If any material is to be provided GFP, it must be listed here, so that all offerors can price their quotations with the same set of assumptions. See the sample table, below.]

SAMPLE TABLE

Nomenclature	Serial Numbers	Acquisition Cost (each)	Property Condition Code	QTY	Date of Acquisition
BIX 50 Pair Rizer Module	NA	\$27.93	1		2001
BIX 50 Pair St. Module	NA	\$27.74	1		2001
BIX 300 Pair Rizer Module	NA	\$106.32	1		2001
BIX 300 Pair Rise Module	NA	\$106.14	1		2001
100 Pair Protector Module Terminal	NA	487.91	1		2001
Siecor C-303 Solid State 5 PIN Protector Module	NA	\$5.13	1		2001

[Note to Contracting Officer: Under the Property Clause, the Government is obligated to furnish property that is suitable for the intended purpose. Property in Condition Codes 6 - 9, by definition, may not be suitable. If such property is provided, the Contractor under FAR 52.245-2 may be entitled to an equitable price adjustment to repair the property, or request property that is suitable.]

CONDITION CODES

Property

- Code 1. New or unused property in excellent condition - ready for use and identical or interchangeable with new items delivered by the manufacturer or normal source of supply.
- Code 2. New or unused property in fair condition - soiled, shopworn, rusted, deteriorated, or damaged to the extent that utility is slightly impaired.
- Code 3. New or used property which is so badly broken, soiled, rusted, mildewed, deteriorated damage or broken that its condition is poor and its utility is seriously impaired.
- Code 4. Property which has been slightly or moderately used, no repairs required and is still in excellent condition.
- Code 5. Used property which is still in fair condition and usable without repairs, however, somewhat deteriorated, with some parts (or portion) worn and should be replaced.
- Code 6. Used property which still is usable without repairs but in poor condition and undependable or uneconomical in use. Parts are badly worn and deteriorated.
- Code 7. Used property, still in excellent condition, but minor repairs required. Estimated repair costs would cost no more than 10% of acquisition cost.
- Code 8. Used property, in fair condition, but minor repairs required estimated repair costs would be from 26% to 40% of acquisition cost.
- Code 9. Used property, in poor condition, and recurring major repairs. Badly worn, and would still be in doubtful condition of dependability and uneconomical in use of repaired. Estimated repair cost between 41% and 65% of acquisition cost.