

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	S-IZ100-11-R-0022	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	March 21, 2011	1 38

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY <b>American Embassy Al-Kindi Street International Zone Bagdad, Iraq</b>	CODE	8. ADDRESS OFFER TO  <a href="mailto:BaghdadGSOProcBid@state.gov">BaghdadGSOProcBid@state.gov</a>
9. FOR INFORMATION CALL:	A. NAME →	B. TELEPHONE NO. (Include area code) ( <b>NO COLLECT CALLS</b> ) <a href="mailto:BaghdadGSOProcurement@state.gov">BaghdadGSOProcurement@state.gov</a>

#### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

**Installation of Containerized Housing Units (CHU's) at Contingency Operating Sites (COS) Erbil, Iraq**

SF-1442, Solicitation, Offer and Award

- 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

11. The Contractor shall begin performance within 5 calendar days and complete it within 60 calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by **12:00 noon on April 14, 2011** local time. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

An offer guarantee ☐ is, ☒ is not required.

All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by referenced. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)****14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)****15. TELEPHONE NO. (Include area code)****16. REMITTANCE ADDRESS (Include only if different than Item 14)**

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

**A AMOUNTS**

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

**20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**  
(Type or print)**B. SIGNATURE****C. OFFER DATE****AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)( )☐ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

U.S. Embassy Baghdad

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return        copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED  
TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA  
BY31C. AWARD  
DATEComputer Generated  
(REV. 4-85)**STANDARD FORM 1442 BACK**

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SF 1442 cover sheet

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### Attachments:

- Attachment 1 Breakdown of Proposal Price by Divisions of Specifications
- Attachment 2 Statement of Work
- Attachment 3 Defense Base Act Insurance Rates & Contact Information
- Attachment 4 Sample Letter Of Bank Guaranty
- Attachment 5 Drawings (will be provided at pre-bid site visit)

## REQUEST FOR QUOTATIONS - CONSTRUCTION

### A. PRICE

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

Contract total    USD \_\_\_\_\_

### B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

### C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

American Embassy  
COS Erbil

### D. INSPECTION AND ACCEPTANCE

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

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

#### 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. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

#### 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, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(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 when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

#### 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
- submission by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

## **E - DELIVERIES OR PERFORMANCE**

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

The Contractor shall be required to:

- (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than 60 calendar days after the date the Contractor receives the notice to proceed.

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 \$732.80 for each calendar day of delay until the work is completed or accepted.

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

#### CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 7 calendar days after receipt of an executed contract".

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

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

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### Notice Of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

#### Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

#### Working Hours

All work shall be performed on regular workdays between 07:30 and 17:00. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

### Preconstruction Conference

A preconstruction conference will be held no later than 5 days after contract award at COS, Erbil to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

### Deliverables

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver To:
Section E. Preconstruction Conference	1	2 days after award	COR
Section G. Personnel Biographies	1	5 days after award	COR
Section G. Insurance	1	5 days after award	COR
Project Schedule	1	2 days after NTP	COR
Project Design Notes / Sketches	1	5 days after NTP	COR
Submittals for Major Equipment	1	N/A	COR
Manufacturer's Literature	1	30 days after NTP	COR
Request for Construction Substantial Completion	1	35 days after NTP	COR
As-Built drawings, Warranties	1	50 days after NTP	COR
Punch List	1	5 days after Substantial Completion	COR
Section F. Payment Request	1	Upon completion of work	COR
Section D. Request for Final Acceptance	1	Upon completion of work	COR

## **F ADMINISTRATIVE DATA**

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

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

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

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

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

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

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

## **G. SPECIAL REQUIREMENTS**

### 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.

The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

### Insurance

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

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 US Dollars:

Per Occurrence	\$10,000
Cumulative	\$100,000

2. Property Damage on or off the site in US Dollars:

Per Occurrence	\$10,000
Cumulative	\$100,000

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.



## Document Descriptions

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.

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

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

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

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

## 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 between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

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.

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

## 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 among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

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 approximately 30 days to perform. For each individual the list shall include:

- (a) Full Name
- (b) Place and Date of Birth
- (c) Current Address
- (d) Identification number (*Jinsya or passport*)
- (e) Vehicle make, model, color and license plate number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

#### Materials and Equipment

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

#### 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", as long as they are not in conflict.

The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### Equitable Adjustments

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

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

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

#### Zoning Approvals and Permits

The Government shall be responsible for:

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

## H. CLAUSES

### 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/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. 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" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-9	Personal Identification Verification Of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (OCT 2010)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JUL 2010)
52.222-50	Combating Trafficking In Persons (FEB 2009)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (September 2010)
52.225-10	Notice of Buy American Act/Balance of Payments Program - Construction Materials (FEB 2009)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (SEP 2009)
52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
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)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (JUL 2002)
52.233-3	Protest after Award (AUG 1996)
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52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)

52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (OCT 2010)
52.245-9	Use & Charges (AUG 2010)
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) (MAY 2004) Alternate I (SEP 1996)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.249-14	Excusable Delay (APR 1984)

The following clauses are set forth in full text:

#### DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

##### 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

(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)

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
  - (i) Scaffolding;
  - (ii) Work at heights above two (2) meters;
  - (iii) Trenching or other excavation greater than one (1) meter in depth;
  - (iv) Earth moving equipment;
  - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
  - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
  - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
  - (viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

- (1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
- (2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That 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.

### I. LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT	NO. PAGES
Attachment 1	Breakdown of Proposal Price by Divisions of Specifications	1
Attachment 2	Statement of Work	7
Attachment 3	Defense Base Act Insurance Rates & Contact Information	2
Attachment 4	Sample Letter Of Bank Guaranty	1
Attachment 5	Drawings	2

### J. QUOTATION INFORMATION

#### A. QUALIFICATIONS OF OFFERORS

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

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (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;
- (10) Have staff who will be working on the contract holding valid permits to enter the IZ or any other permit required to enter an area where a U.S. Government facility is located.

## B. SUBMISSION OF QUOTATIONS

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

Each quotation must consist of the following:

Volume	Title	No. of Copies
I	a) Executed Standard Form 1442 b) A completed Attachment 4 "Breakdown Of Proposal Price by Divisions of Specifications" c) Complete solicitation document - insert contract amount in Section A d) Completed SOW Bid Form	1
II	Business Management/Technical Proposal.	1

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

American Embassy  
Contracting Officer (S-IZ100-11-R-0022)  
Al-Kindi Street  
International Zone  
Baghdad, Iraq

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

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

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

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,
- (4) 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:
  - i. Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
  - ii. Contract number and type;

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

(5) Evidence in the form of photographs of previously executed similar projects.

(6) Copies of valid permits - provide copies of the badges/permits to enter the IZ or any other permit required to enter an area where a U.S. Government facility is located for all staff.

#### 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) A site visit has been scheduled for 10:00 on Sunday, March 27, 2011.
- (c) Participants will meet at COS Erbil.
- (d) In order to be admitted to the Site Visit, a Site Visit Registration form must be submitted by email to this address [BaghdadGSOProcurement@state.gov](mailto:BaghdadGSOProcurement@state.gov) to the attention of Zoran Djordjevic no later than 12:00 on Thursday, February 24, 2011. No more than 1 person will be admitted from each company. The form is available for download from the Embassy web site at [http://iraq.usembassy.gov/gso\\_procurement.html](http://iraq.usembassy.gov/gso_procurement.html) or you may request a copy of the form by email at [BaghdadGSOProcurement@state.gov](mailto:BaghdadGSOProcurement@state.gov).

#### D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: between \$250,000 and \$500,000.

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

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

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.state.gov>

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.



## **K. EVALUATION CRITERIA**

K.1 Award will be made to the lowest priced, acceptable, responsible offeror who can demonstrate that it has the required past experience. The Government reserves the right to reject quotations that are unreasonably low or high in price.

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

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

### **K.2 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

### **K.3 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
  - (b) For acquisitions conducted using negotiation procedures—
    - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
    - (2) On the date specified for receipt of proposal revisions.
- (End of provision)

## 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: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate Entity (not tax exempt);

\_\_\_ Corporate Entity (tax exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common Parent.

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

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

### L.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)

a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236116.

(2) The small business size standard is \_\_\_\_\_.

(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 clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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 clause at [52.204-7](#), Central Contractor Registration.

(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) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) [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.

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

(viii) [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.

(ix) [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.

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

(xi) [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.

(xii) [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.

(xiii) [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.

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

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

(xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.

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

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

(xix) [52.225-25](#), Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) [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) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA 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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_____	_____	_____	_____
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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 ORCA.

(End of provision)

#### L.4. [52.225-18 Place of Manufacture \(SEP 2006\)](#)

(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.

#### L.5 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: \_\_\_\_\_

#### L.6 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 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:

Category	Yes/No	Number
(1) United States citizens or residents		<u>          </u>
(2) Individuals hired in the United States, regardless of citizenship		<u>          </u>

Category	Yes/No	Number
(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: <u>          </u>  Third Country Nationals: <u>          </u>
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: <u>          </u>  Third Country Nationals: <u>          </u>

(b) The contracting officer has determined that for performance in the country of the Republic of Iraq:

- ☐ 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) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

ATTACHMENT #1  
UNITED STATES DEPARTMENT OF STATE  
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1)DIVISION/DESCRIPTION	(2)LABOR	(3)MATERIALS	(4)OVERHEAD	(5)PROFIT	(6)TOTAL
1. General Requirements					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					

TOTAL: USD \_\_\_\_\_

Allowance Items:

**PROPOSAL PRICE TOTAL: USD \_\_\_\_\_**

\_\_\_\_\_  
Alternates (list separately do not total)

\_\_\_\_\_  
**Offeror:**

\_\_\_\_\_  
**Date**



ATTACHMENT #2



## **STATEMENT of WORK**

**General Construction SERVICES**  
**For**  
**Installation of Containerized Housing Units**  
**COS Erbil, Erbil, Iraq**

**U.S. EMBASSY**  
**BAGHDAD, IRAQ**

***March 15, 2011***

# STATEMENT OF WORK

## C.1 PROJECT DESCRIPTION

The project is described as “Installation of Containerized Housing Units” at the U.S. Department of State INL site at COS Erbil, Erbil, Iraq.

The Contractor shall furnish all the necessary materials, labor, investigation, superintendence, equipment, transportation, etc. for the execution of the work. Work will be performed within a fixed-price contract. The bidders shall submit cost proposal described in both unit price and total price.

## C.2 SCOPE OF WORK/SPECIFICATIONS

C.2.1 The described work involves the installation of forty (40) containerized housing units (CHUs) within the specified boundaries at COS Erbil to establish a Life Support Area (LSA). CHUs will be Government Furnished Equipment (GFE) and will be detailed in subsequent sections of this Statement of Work.

Work consists of civil, structural, electrical, mechanical and architectural services such as: foundation/footing installation, placement of CHUs, placement of concrete protective walls (T-Walls) interior and exterior repair of CHUs, connection of electrical supply, installation of split system air-conditioning units and accessories, interior cleaning and disinfecting, etc.

All construction work shall be in conformance with the following Codes:

- a) International Building Code, 2003 Edition
- b) International Plumbing Code, 2003 Edition
- c) International Mechanical Code, 2003 Edition
- d) International Fire Code, 2003 Edition
- e) National Electric Code, 2009 Edition
- f) National Fire Protection Association, NFPA 101
- e) ICC/ANSI A117.1-98 Accessible and Usable Buildings and Facilities

C.2.1.1 Technical Inspections: Contractor shall conduct a technical inspection of all GFE prior to commencement of work.

C.2.1.2 Site/Civil: Site and Civil works are described in section C.2.4.

C.2.1.3 Architectural work: Architectural work is described in section C.2.5 and consists of the repair of CHUs, both interior and exterior, construction of steps and other accessories.

C.2.1.4 Electrical work: Electrical work is described in section C.2.6 and consists of the connection of all CHUs using main distribution, sub-panels and manual transfer switch with appropriate sized feeders. Power generator systems are not in the contract and will be provided by others.

C.2.1.5 Mechanical work: Mechanical work is described in section C.2.7 and consists of the installation of split system air-conditioning units. Split system units are GFE.

C.2.1.6            Cleaning work: Interior cleaning and disinfecting work is described in Section C.2.8. Interior of CHU will require cleaning and disinfection of walls, ceiling, floor, furniture, and bathrooms.

C.2.2                Location: The described work is at a US Government facility known as COS Erbil located to the northwest of the Erbil International Airport near the village of Seberan, Erbil Province, Iraqi Kurdistan Region. Specific location on COS Erbil is identified in the attached drawing (A101). The Contracting Officer or his/her representative will identify the exact location(s) during the site visit.

### C.2.3            TECHNICAL INSPECTIONS

C.2.3.1            Conduct a Technical Inspection (TI) of the USG provided CHUs and other GFE. If necessary, make any repairs. Repair parts shall be procured/cross leveled or provided by the Government as directed by the COR. This equipment shall include, but is not limited to CHUs, installed lighting, split system HVAC, smoke alarms, power outlets, doors, interior cleanliness, etc.

### C.2.4            SITE/CIVIL WORK

C.2.4.1            The contractor shall provide all necessary labor and materials required to complete foundation work for the CHUs. The contractor shall install footings and all trenching for all infrastructure services.

C.2.4.2            The CHUs shall be placed at this new location on cast-in-place or pre-cast concrete footings capable of providing secure and level installation for the CHUs. CHUs shall have no more than 30 cm space between bottom of CHU and ground level. The contractor shall configure the forty (40) dry CHUs (no internal plumbing), per the attached drawing (A112).

C.2.4.3            Concrete T-Walls will be placed around the CHU pod as per the attached drawing (A101) and total approximately 150 T-Walls. T-Walls are GFE.

### C.2.5            ARCHITECTURAL

C.2.5.1            The contractor is responsible for making all needed repairs to the interior and exterior of the CHUs. Contractor shall verify and confirm the needed repairs during the technical inspection performed during the site visit prior to bidding.

C.2.5.2            Provide and install new steps to facilitate entrance and exit of the CHUs. The contractor shall indicate the proposed materials (pressure treated wood, steel, concrete, etc.) of the steps.

### C.2.6            ELECTRICAL WORK

C.2.6.1            The CHUs will be properly connected to the electrical grid, including the installation of a manual transfer switch (for generator connection), main and sub distribution panels, feeder cables, branch wiring, etc. When completed this installation shall comply with International Building Code 2003 edition and National Electric Code 2009 version. Each CHU will have a connected load of approximately 30 amperes. Power generation units and main feeders to the manual transfer switch are Not-In-Contract (NIC) and will be provided by others.

- C.2.6.3 Electrical cabling shall be appropriately sized and rated and installed below grade to a depth of not less than 1 meter. When conduit penetrates the surface, contractor shall provide rigid conduit to protect future installations. Installation shall be in a manner most advantageous to the government that meet or exceeds industry standards. Each CHU shall be grounded independently and shall comply with IBC and IEC requirements.
- C.2.6.4 The contractor will wire each CHU with RG8 coaxial cable or equivalent and CAT 5e cable or equivalent and terminate the network to an outside location on every CHU “pod” that would be centrally located to as many CHU’s as possible. Inside each CHU, the contractor will mount a wall mounted receptacle which contains a RG8 cable connector and RJ45 connector for Internet access. The final installation of switch and supporting Internet infrastructure will be installed by others.
- C.2.6.5 Following installation by the contractor and prior to final connection, all installed systems and equipment shall be fully tested to ensure full operational capability and safe operation. All final system validation test reports shall be provided to the COR for acceptance.

## C.2.7 MECHANICAL WORK

- C.2.7.1 In the event that a CHU does not have an existing air-conditioning unit, the contractor shall install a new split system air-conditioning (with heat function) units, 12,000 BTU capacity, for each CHU. **The split system air-conditioning unit will be GFE.**
- C.2.7.2 Evaporator unit shall be mounted in an appropriate location inside the CHU as directed by the COR. Condensing unit shall be place on a cast-in-place or pre-cast concrete pad with appropriate anchoring.
- C.2.7.3 Following installation by the contractor and prior to final connection, all installed systems and equipment shall be fully tested to ensure full operational capability and safe operation. All final system validation test reports shall be provided to the COR for acceptance.

## C.2.8 CLEAN AND DISINFECT WORK

The contractor shall clean and disinfect the interior walls, ceiling, floors, furniture and bathrooms of each CHU. An inspection for mold / fungus shall be performed. Any mold and or fungus shall be disinfected. A similar inspection shall be made for insect and rodent infestation. If rodents are found, CHU will be treated according to industry standards.

## C.2.9 WASTE DISPOSAL

Contractor is responsible for all waste generated during the repair and installation process. No disposal site is available on the COS Erbil property.

## C.3 EXAMINATION OF THE SITE

- C.3.1 The Contractor acknowledges that he has satisfied himself as to the nature of materials and methods of the existing construction noted for repair or replacement, and to the obstacles likely to be encountered, insofar as this information is reasonably ascertainable from an inspection of the specified structures and or premises.

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the USG. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the USG.

#### C.4 SAFETY (FAR 52.236-13 Accident Prevention.)

C.4.1 The Contractor shall provide and maintain work environments and procedures which will-

- (a) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.
- (b) Avoid interruptions of Government operations and delays in project completion dates.
- (c) Control costs in the performance of this contract.

C.4.2 For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (a) Provide appropriate safety barricades, signs, and signal lights
- (b) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910
- (c) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

C.4.3 Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

C.4.4 Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.

This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action.

If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping 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 stop work order issued under this clause.

C.4.5 The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts

#### C.5 CONSTRUCTION SCHEDULE

The construction period will not exceed 60 days after NTP.

#### C.6 PROGRESS SCHEDULE AND REPORTS

The contractor shall submit the weekly progress schedule and daily report as attached.

The Contractor shall submit the weekly report once in a week and daily report until 11:00

a.m. by the next day.

## C.7 CONSTRUCTION PLAN, PRODUCT DATA, AND SAMPLES

- C.7.1 The contractor shall provide a full set of installation drawings and specifications detailing the installation plan to the COR for review and approval prior to commencing work. Submit product data, and color samples prior to work for approval by the COR.
- C.7.2 The contractor shall provide as-built drawings for all work contained in this SOW at the completion of the work. As-built drawings shall indicate actual conditions and locations of all utilities and accessories.

## C.8 QUALITY CONTROL

- C.8.1 Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontracts and suppliers, complies with the requirements of contract.

The controls shall be adequate to cover all construction operations, including both on site and off site fabrication, and will be keyed to the proposed construction sequence.

- C.8.2 The Quality Control Program shall be based on a three phase control process including, **Preparatory Phase, Initial Phase, and Follow-up Phase.**

- C.8.2.1 Preparatory phase: Contractor shall prepare and explain their construction plan (man power schedule, working schedule in detail, surface treatment method, safety plan, scaffolding plan, fire protection plan etc.)
  - C.8.2.2 Initial phase: Contractor shall make one sample area for each case such as; crack repair, surface treatment, cleaning methods, etc. for approval by the COR.
  - C.8.2.3 Follow-up phase: Contractor shall perform their work according to Preparatory phase and Initial phase.
- C.8.3 Submittals: The Contractor shall submit for acceptance by the COR, a Quality Control plan. The plan shall identify and describe the site organization, personnel, records, and forms to be used. The RRT reserves the right to require the Contractor to make changes in his CQC plan and operations, including removal of personnel, as necessary, to obtain the quality specified.
- C.8.4 The Contractor Daily Quality Control Report must submitted no later than 11:00 a.m. the following workday. The report shall be submitted in original and one (1) copy. A report is required for every calendar day of the contract duration. For days when no contract activities take place, the COR may waive the requirement for the daily report.
- C.8.5 NOTIFICATION OF NONCOMPLIANCE (Construction Deficient Records): The COR will notify the Contractor of any detected noncompliance with the foregoing requirement. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the COR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Time lost due to such stop orders shall not be made the subject of a claim for extension of time or for excess costs or damages by the Contractor.

## C.9 CONSTRUCTION SECURITY PROGRAM

### C.9.1 SECURITY CLEARANCES

- C.9.1.1 All contract personnel will have a background check performed to determine their suitability for assignment to the COS Erbil project. Contractor shall submit a complete list of all employees and sub-contractor employees to the COR within 14 days of receiving the notice of award.
- C.9.1.2 The Contractor shall submit a weekly personnel access list describing the employees that will be engaged in work on the site during that week.
- C.9.1.3 The Contractor shall submit a list of all vehicles that require access to the COS Erbil site on a weekly basis. Information required is as follows:

Type of Vehicle

Vehicle Tag Number

Vehicle Driver Identification.

- C.9.1.4 The COR and the Site Security Manager (SSM) have the right to deny access to any person and or vehicle that are deemed unacceptable.
- C.9.1.5 All personnel and vehicle lists must be submitted to the COR at least seven (7) working days before access is required. Delays caused by late submission of the required information will not be considered as “excusable delays” as described in other sections of the Contract.

## BID FORM

### Construction Cost Breakdown

To xxxxxx

At the U.S. Embassy, Baghdad, Iraq

No	Descriptions	Unit	Qty	Unit Price \$	Total Price \$
<b>1</b>	<b>Administration</b>				
A	Mobilization / Demobilization	LS	1		
B	Submittals – product data & shop drawings	LS	1		
	<b>Administration</b>			<b>Sub-Total</b>	
<b>2</b>	<b>Construction Work</b>				
A	Civil Work	LS	1		
B	Architectural Work	LS	1		
C	Electrical Work	LS	1		
D	Mechanical Work	LS	1		
C	Close-out	LS	1		
	<b>Construction</b>			<b>Sub-Total</b>	
<b>3</b>	<b>DBA Insurance</b>				
A	Contractor shall cover each of its	LS	1		

	workers at the site with DBA Workers' Compensation coverage, and require its subcontractors to do the same. Contractor must furnish certificate evidencing this coverage to Engineer prior to starting work.				
	<b>DBA Insurance</b>			<b>Sub-Total</b>	
	<b>Items 1 thru 3</b>			<b>Sub-Total</b>	
				G & A	
				Sub-Total	
				Profit	
<b>4</b>	<b>Basic Bid -</b>			<b>Contract Cost</b>	
<b>A</b>	<b>Bid -</b>			<b>Contract Cost</b>	

## 1. General Requirements

- Within 5 days of Notice to Proceed, the contractor shall provide to the COR a project schedule showing start to completion.
- Within 10 days of NTP, the Contractor shall provide to the COR details of the proposed installation utilizing written description or sketches or both.
- The contractor is responsible to dispose of the construction debris outside of the IZ. Include, but not limited to soils, construction debris, packing materials, and scrap steel.
- The contractor is responsible to properly layout and prepare for the mechanical plumbing line installation based on the locations provided by the FAC.
- When pursuing the work, the contractor is to take extra care as not to damage existing structure. It is responsibility of the contractor to repair any damages done during construction.
- The contractor is responsible to relocate T-walls, Duck & Cover bunkers and any objects within the construction area to as to complete the required SOW.

## PROJECT SCHEDULE

### 1. Approximate dates of pre-award activities

Pre-Bid Site Survey	o/a	March 27, 2011
Bids Due	o/a	April 10, 2011
Contract Award	o/a	April 14, 2011
Notice to Proceed (NTP)	o/a	April 21, 2010



## 2. Construction Milestones, from Notice to Proceed

Notice to Proceed (NTP)	0	Days from NTP
Project Schedule to OBO	2	
Project Design Notes / Sketches	5	
FAC Review	5	
Procurement, Shipping	N/A	
Fabrication	N/A	
Construction Completion	30	
Project Acceptance	40	

## 3. Deliverables

Construction Schedule	2	Days from NTP
Project Design Notes / Sketches	2	
Submittals for Major Equipment	N/A	
Manufacturer's Literature	30	
As-Builts, Warranties	50	

## 4. Commencement, Prosecution, and Completion of Work

The Contractor shall be required to (a) commence work under this contract within two (2) 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 sixty (30) thirty days after NTP. The time stated for completion shall include final cleanup of the premises.

## RESPONSIBILITIES AND PROJECT MANAGEMENT

1. **COR.** A Contracting Officers Representative (COR) will be assigned to ensure quality assurance goals are met. The Contractor shall provide the COR access to the site at all times.
2. **Point of Contact.** The COR shall be the main point of contact for this Project. The Contractor shall report to the COR on (a) status of the Project, (b) changes in Schedule, (c) accidents and safety issues, (d) disruptions to elevator or utility services; and all other important information pertaining to the Project
3. **English Speaking Representative.** The Contractor shall provide an English-speaking representative on-site during all working hours with the authority to make all decisions on behalf of the Contractor and subcontractors.
4. **Management Personnel.** The Contractor shall staff the site, full-time, with a competent senior manager who shall perform project management. Remote project management is not an option. This individual shall keep a detailed photographic and written history of the project and shall update the Government weekly.
5. **Site Security.** The Contractor is responsible for on-site security as necessary to ensure no unauthorized access to their work sites. The Contractor is 100% responsible for securing their

working materials and equipment. Any damage to facilities or infrastructure, which happens due to a lack of security, will be the responsibility of the Contractor to correct.

6. **Health and Safety.** The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. The Contractor must provide cold water to all workers at the job sites. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of eye protection, hard hats, and closed toe shoes. If the workers arrive on-site with sandals or athletic shoes, the Contractor is expected to provide rubber boots to them or send them home. All construction workers and management personnel must wear hard hats at all times on the construction sites. Contractor provided rubber boots and rubber gloves shall be worn when working around concrete placement. Other PPE such as gloves, dust masks, air respirators (sewage work) are also recommended. These items must be provided at the Contractor's expense. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment. Any worker at an elevated location above 4 meters, with the exception of a portable ladder, must be provided and utilize a safety harness.
7. **Progress Payments.** If the contract awardee expects to receive more than one (1) progress payment, the Contractor must submit a broken out Cost Proposal with a Schedule of Values in order to properly calculate the percentage of contract completion.

## ATTACHMENT # 3

### DEFENSE BASE ACT INSURANCE RATES & CONTACT INFORMATION

#### Contract Information

Contract number: S-AQMMA-08-C-0204  
Contractor: Continental Insurance Company

#### Contact Information

Agent: Rutherford International  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Primary Contact: Delia Shontere  
Phone: (800) 274-0268 or (703) 813-6507  
FAX: (703)354-0370  
E-mail: [delia.shontere@rutherford.com](mailto:delia.shontere@rutherford.com)  
Secondary Contact: Sara Payne  
Phone: (703) 813-6503  
E-mail: [sara.payne@rutherford.com](mailto:sara.payne@rutherford.com)

#### **Rates July 22, 2010 through July 21, 2011:**

Description	Rate
Services	\$3.60 per \$100 of employee compensation
Construction	\$4.95 per \$100 of employee compensation
Security Contractor/Guards without Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$9.45 per \$100 of employee compensation
Aviation Related Services with Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$18.00 per \$100 of employee compensation

For the purposes of this contract, employee remuneration is defined as salary plus post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances.

Please note if a contractor is self-insured they are not required to utilize this contract. The following link provides a list of contractors approved by the Department of Labor as authorized self-insured employers to provide DBA insurance: <http://www.dol.gov/esa/owcp/dlhwc/lscarrrier.htm#authorized%20self-insured%20employers>. Contractors not on this list are not self-insured and are required to use the DoS DBA contract, except for the INL Air Wing contract.

#### DEFINITION OF LABOR CATEGORIES

##### **SERVICE:**

\$3.60/\$100 "White collar" workers such as IT Consultants, Engineers, Administrative-type Office workers, Translators, Instructors, Restaurant type services. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

**CONSTRUCTION:**

\$4.95/\$100 “Blue collar” workers providing Construction services such as Laundry Services, Janitorial Services, Installation of Cable, Security Systems, Testing/Maintaining of Equipment, Carpentry, Electrical, Plumbing, HVAC, Elevator installation and maintenance, Concrete, Asphalt, Day Laborers, Operation, Maintenance and Repair of Heavy/Light Equipment, Mechanics, Drivers, Skilled/Unskilled Manual Labor.

**SECURITY:**

\$9.45/\$100 Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel (Iraq/Afghanistan)

**AVIATION:**

\$18.00/\$100 Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground

**The labor category for this acquisition is CONSTRUCTION.**

ATTACHMENT # 4

SAMPLE LETTER OF BANK GUARANTY

Place [       ]

Date [       ]

Contracting Officer  
U.S. Embassy, Baghdad

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 [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 [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [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: [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 # 5  
DRAWINGS (will be provided at pre-bid site visit)