SOLICITATION, OFFER,	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES	
AND AWARD	19LH5018Q0217	☐ SEALED BID (IFB)	03/20/2018	1 of 31	
(Construction, Alteration, or Repair)	·	[x] NEGOTIATED (RFF	P)		
IMPORTANT - The "offer" section					
4. CONTRACT NO.	5. REQUISITION/PURC	HASE REQUEST NO.   6. PF	ROJECT NO.		
7. ISSUED BY CO	ODE	8. ADDRESS OFFER TO			
American Embassy Vilnius Akmenu str. 6 LT-03106 Vilnius Lithuania		Vilnius.Procurement@state.gov			
9. FOR INFORMATION CALL:	as Marciuska	B. TELEPHONE NO. (Inc. +370 5 2665575	clude area code) (NO C	OLLECT CALLS)	
	SOLICIT				
NOTE: In sealed bid solicitations "offer					
10. THE GOVERNMENT REQUIRES PER	FORMANCE OF THE WORK DE	SCRIBED IN THESE DOCUME	NTS (Title, identifying n	o., date):	
The U.S. Embassy Vilnius an replacement project for the flacompound. This project requi US standard roof industry pra	at roofs of the Grey Ho res a qualified local co actices.	ouse and Garage #1 bontractor to perform ro	uildings within the	ne Embassy s according to	
□ award, □ notice to proceed.	This performance period is	mandatory, negotiable	e. (See	)	
12A. THE CONTRACTOR MUST FURNISH (If "YES," indicate within how many  YES NO			12B. CALENDAR DAY	S	
13. ADDITIONAL SOLICITATION REQUIR	EMENTS:				
Sealed offers in original and or local time envelopes containing offers shall be offers are due.	_ (date). If this is a sealed bid	d solicitation, offers must be	publicly opened at that	at time. Sealed	
B. An offer guarantee ⊠ is, □	is not required.				
C. All offers are subject to the (1) work by reference.	c requirements, and (2) other p	provisions and clauses incorp	orated in the solicitat	ion in full text or	
D. Offers providing less than 3 calenda be rejected.	ar days for Government accep	otance after the date offers a	e due will not be cons	sidered and will	

c	OFFER (Must be fully completed by offeror)							
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)			15. TELEPHONE NO. (Include area code)					
			16. REMIT	TANCE ADD	RESS (Inclu	ide only if diffe	erent than Ite	m 14)
CODE FACILITY CODE								
17. The offeror agrees to perform the work at th	e prices spec	ified below i	in strict acco	rdance with	the terms of	f this solicitat	tion, if this of	fer is
accepted by the Government within of minimum requirement stated in Item 13D. F								n the
AMOUNTS +								
18. The offeror agrees to furnish any require	d performan	ce and pay	ment bonds					
The offeror acknowledg	19. ACKNO\ les receipt of a					date of each		
AMENDMENT NO.								
DATE								
20A. NAME AND TITLE OF PERSON AUTHORIZ	FD TO SIGN	OFFFR	20B. SIGN/	ATURF			20C. OFFE	R DATE
(Type or print)		J	2021 61611				2001 011 2	= =
	AWARD (	To be comp	oleted by Go	overnment)				
21. ITEMS ACCEPTED:								
22. AMOUNT	23. ACCOU	NTING AND	APPROPRIA	ATION DATA	A			
24. SUBMIT INVOICES TO ADDRESS SHOWN IN   ITEM			25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO			ANT TO		
(1 copy unless otherwise specified)	<b>&gt;</b>		☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )					
26. ADMINISTERED BY CODE			27. PAYME	NT WILL BE	MADE BY			
American Embassy Vilnius			American E	mbassy Vilni	us			
General Services Office			Financial Ma	anagement (	Office			
Akmenu str. 6. Vilnius. Lithuania	IG OFFICER V	WILL COMP	Akmenu str. 6. Vilnius, Lithuania PLETE ITEM 28 OR 29 AS APPLICABLE					
≥ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy 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 on this solicitation is hereby accepted as to the ite consummates the contract, which consists of solicitation and your offer, and (b) this contract contractual document is necessary.  30. AWARD (Contractor is not required to sign this on this solicitation is hereby accepted as to the ite consummates the contract, which consists of solicitation and your offer, and (b) this contract contract award is necessary.  31. AWARD (Contractor is not required to sign this on this solicitation is hereby accepted as to the ite consummates the contract, which consists of solicitation and your offer, and (b) this contract contract award.  32. AWARD (Contractor is not required to sign this on this solicitation is hereby accepted as to the ite consummates the contract, which consists of solicitation and your offer, and (b) this contract.  32. AWARD (Contractor is not required to sign this on this solicitation is hereby accepted as to the ite consummates the contract, which consists of solicitation and your offer, and (b) this contract.  32. AWARD (Contractor is not required to sign this on this solicitation is hereby accepted as to the ite consummates the contract, which consists of the properties of the properties of the properties of the consideration and your offer, and (b) this contract.  32. AWARD (Contractor is not required to sign this on this solicitation is hereby accepted as to the iteration and your offer, and (b)			items listed. of (a) the	This award Government				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)			31A. NAME	OF CONTR	RACTING OF	FICER (Type	e or print)	
30B. SIGNATURE	30C. DATE		31B. UNITE	ED STATES	OF AMERICA	A	31C. AWAI	RD DATE
			BY					

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## SF-1442 COVER SHEET

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- F. ADMINISTRATIVE DATA
- G. SPECIAL REQUIREMENTS
- H. CONTRACT CLAUSES
- I. LIST OF ATTACHMENTS
- J. QUOTATION INFORMATION
- K. EVALUATION CRITERIA
- L. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

## ATTACHMENTS:

Attachment 1: Drawings

## REQUEST FOR QUOTATIONS – 19LH5018Q0217 – Roofing replacement on Grey house and Garage #1

#### A. PRICE

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

		Price, €
	Labor	
Grey House roofing	Materials	
replacement 170 square meters	VAT 21%	
meters	Total with VAT	
	Labor	
Garage #1 roofing	Materials	
replacement 110 square meters	VAT 21%	
meters	Total with VAT	
Total price		

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the invoice.

## 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.

#### 1.0 BACKGROUND AND PURPOSE

- 1.1 The U.S. Embassy Vilnius and Overseas Buildings Operations [OBO] has a requirement for a roof replacement project for the Grey flat roofs and Garage #1 building within the Embassy compound. This project requires a qualified local contractor to perform roof replacements according to U.S. standard roof industry practices.
- 1.2 The Grey House storage is a two story building with two flat roof areas. The existing roof consists of a modified bitumen cap sheet over a multi-ply/layer bituminous membrane adhered directly to a concrete deck. The roof is sloped at 1% to 2% where water from one section of the roof drains through a through-wall scupper to the adjacent roof area to discharge to an internal roof drain. The roof on the Grey House Storage encompasses a plan area of approximately 170 square meters (1,830 square feet).
- 1.3 The Garage #1 is a one story building. The roof on the garage building appears to be asphaltic multiply built-up roofs over a concrete deck. The roof slopes toward the perimeter where drainage is by gutters. A clay tile mansard feature was situated at the exposed ends of this roof. The roof area is approximately 110 square meters (1,100 square feet).

#### 2.0 GENERAL REQUIREMENTS

- 2.1 Contractor shall provide personnel, material, equipment, and supervision to complete the technical requirements in this Statement of Work [SOW]. The work shall be executed within a fixed period of performance of 130 days with 45 days on-site construction.
- 2.2 Contractor shall address the impact of any consequent disruption and provide for a continuing level of operation of the Embassy functions caused by the proposed repair.
- 2.3 The Contractor shall provide a five year workmanship warranty against defects and leaks in the roof system.
- 2.4 The contractor shall provide one fixed price for the Grey Administration Building and one fixed price for the garage roof.

#### 3.0 DESCRIPTION WORK

3.1 Contractor shall be required to prepare a bill of materials, quality control schedules and construction costs. These documents shall provide the necessary interfaces, coordination, and communication among the Embassy, OBO, and Contractor for the delivery of a complete roof repair project.

## 3.2 Logistics:

- Staging/storage areas available on Embassy grounds.
- Contractor shall provide means to carry materials to roof level.
- Local Electrical 220v 50Hz with receptacles is available on the Embassy grounds.

#### 3.3 Roof Products:

- 1. Modified Bitumen Roofing Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Firestone Building Products Company
  - b. GAF Materials Corporation
  - c. Polyglass USA, Inc.
  - d. Soperma Roofing Products
  - e. US Ply, Inc.

#### 2. Related Materials:

- a. Asphalt Primer: ASTM D 41 Roofing Asphalt: ASTM D 312, Type III or IV as recommended by roofing system manufacturer for application.
- b. Roof Cement: Rubberized plastic roof cement/adhesive to be used for temporary seals of flashings and three coursing of seams, termination bars and cuts in modified bitumen sheets, such as "Ruberoid" by GAF.
  - c. Sealant: one part polyurethane caulking, Vulkem 45.
- d. Cement Cant: 4" to provide a smooth transition at parapets, walls and curbs. Quick-set cementitious non-shrink, non-metallic patching compound installed with 9mm (3/8-inch) aggregate in "dry pack" to form cants such as "SikaSet Mortar" by Sika.
  - e. Reinforcing fabric for three coursing: 75mm [3 inch] fiberglass or polyester mesh.
  - 3. Elastomeric Coatings:

- a. Trowel Grade Patching Compound, such as DynaSHIELD Flashing Grade by Architectural Roof Coatings, Inc.
- b. Stain Blocker, such as DynaSHIELD Stain Blocker UL Listed by Architectural Roof Coatings, Inc.
- c. Low Odor White Coating such as DynaSHIELD Ultra-Low Odor White Coating by Architectural Roof Coatings, Inc.
  - d. Primer, such as DynaSHIELD HP Primer by Architectural Roof Coatings, Inc.
- e. Polyester Fabric, such as Reinforcement Fabric: Polyester by Architectural Roof Coatings, Inc.
- 4. Painting for exposed pipes and miscellaneous metal components: 100 percent acrylic resin primer such as "Metalclad Interior-Exterior Acrylic Latex Flat Primer & Finish #41702", Devoe & Raynolds Co.
- 5. Stainless Steel Sheet Metal: For All Roof Metal Use Stainless-Steel Sheet: ASTM A240/A240M, Type 304, ASTM A480, 24 gauge. Finish: No. 2D (mill finish, dull, cold rolled) or 4 (fine reflective, polished directional satin).
- 6. Stainless Steel Clamp: Stainless steel banding with worm-drive tightening, sized for application; Type 304, "Make-A-Clamp Kit" by Dynamic Fastener.
- 7. Termination Bar: 3mm (1/8-inch) thick, 25mm (1-inch) wide extruded aluminum bar with flat profile, factory punched oval holes (6mm by 9mm [1/4-inch by 3/8-inch]) spaced 150mm (6- inches) on-center; such as "TB 125" by The TruFast Corp.
  - 8. Roof Drain- cast iron with metal strainer Josam, Smith or approved equal. And associated piping.
- 9. Mortar for parapet repairs: Sika 123 Plus, two component, polymer modified, cementitious, non-sag mortar plus Sika FerroGard 901 penetrating corrosion inhibitor.
- 10. Lumber for nailers: No. 2 Southern Yellow Pine. Size shall be appropriate for application, minimum 50mm nominal thickness. Pressure preservative treated AWPA C2, C9 standards with ACQ-C or CBA-A.
- 11. Fasteners for securing wood nailers to concrete substrates shall be stainless steel sleeved stud expansion bolt, 13mm diameter [minimum] with 18mm diameter stainless steel washer such as "Kwik Bolt II" by Hilti.
- 12. Fasteners for securing the termination bar to concrete shall be pre-assembled drive anchor with a stainless steel drive pin and a lead/zinc expansion anchor such as manufactured by Zamac.
  - 3.4 Grey Building Flat Roof Replacement:
- 1. Removal and disposal of existing membrane, flashings and insulation to the structural concrete deck. Removal of debris from the embassy grounds.
  - 2. Minor repairs to the existing concrete deck as required to provide a smooth substrate.
  - 3. Installation of a cement can't strip at the base of the parapets, chimneys and walls.
  - 4. Apply asphalt primer to the concrete deck and walls to receive base flashing.
  - 5. Installation of one layer of smooth torch applied modified bitumen membrane.
  - 6. Installation of one layer of granule surfaced torch applied modified bitumen cap sheet.
  - 7. Installation of two ply modified bitumen base flashing. Top ply shall be granule-surfaced membrane.

- 8. Installation of new flashings at penetrations, curbs, walls, and perimeters.
- 9. Mechanically attach the top edge of the modified bitumen membrane base flashing with appropriate fasteners and termination bar. Space fasteners 150mm on center. Apply continuous troweling of elastomeric plastic roof cement and reinforcing fabric along termination bar and flashing.
- 10. Installation of new, two piece, stainless steel counter flashing in a saw cut reglet at walls, parapets and chimneys.
  - 11. Install new roof drain, flashing and related piping and connections.
  - 12. Installation of a new opening and stainless steel overflow scupper through the parapet.
  - 13. Repair damaged masonry parapets.
- 14. Clean, prime and apply elastomeric coating to all concrete pads and areas between counterflashing and coping on the parapets and walls.
- 15. Raise or temporarily move dishes or equipment on the roof to perform the work and replace them in the same location.
  - 16. Installation new stainless steel coping and wood nailers, cleats and underlayment.
  - 17. Install new stainless steel chimney caps.
  - 18. Paint sheet metal and exposed pipes with metal primer.

## 3.5 Garage Roof Replacement:

- 1. Removal and disposal of existing membrane, terra cotta tile mansard, flashings and insulation to the structural concrete deck. Remove debris from the embassy grounds.
  - 2. Installation of a cement can't strip the base of the parapets, chimneys and walls.
  - 3. Apply asphalt primer to the concrete deck and walls to receive base flashing.
  - 4. Installation of one layer of smooth torch applied modified bitumen membrane.
  - 5. Installation of one layer of granule surfaced torch applied modified bitumen cap sheet.
  - 6. Installation of two ply modified bitumen base flashing. Top ply shall be granule-surfaced membrane.
  - 7. Installation of new flashings at penetrations, curbs, walls, and perimeters.
- 8. Mechanically attach the top edge of the modified bitumen membrane base flashing with appropriate fasteners and termination bar. Space fasteners 150mm on center. Apply continuous troweling of elastomeric plastic roof cement and reinforcing fabric along termination bar and flashing.
- 9. Installation of new, two piece, stainless steel counter flashing in a saw cut reglet at walls, parapets and chimney.
  - 10. Installation of new stainless steel metal roof edge flashing.
  - 11. Installation of new stainless steel gutter and downspout.
  - 12. Repair damaged cement parapet walls.
- 13. Clean, prime and apply elastomeric coating to all concrete pads and area between counterflashing and coping on the parapet walls.
- 14. Raise or temporarily move dishes or equipment on the roof to perform the work and replace them in the same location.
- 15. Installation new stainless steel coping and wood nailers, cleats and underlayment on the parapet where the terra cotta tile was removed.

#### 3.6 Removals:

- 1. Temporarily remove all existing equipment for storage during the project. Remove obsolete equipment concrete pads and curbs.
- 2. Remove existing satellite dish, steel support structure to remain. Paint steel with 2 coats oil base paint [white] after roofing is completed.
- 3. Remove existing tile and mortar setting bed and sloping fill down to the structural concrete deck. Scrape existing deck to a smooth surface for applying membrane.

- 4. Coordinate roof drain removals with the Embassy.
- 5. Contractor shall remove debris daily.

#### 3.7 Modified Bitumen Membrane Installation:

- 1. Apply asphalt primer to entire deck surface at 0.4 liters/square meter and allow to dry
- 2. Shingle membrane in proper direction to shed water
- 3. Torch-apply by heating membrane in accordance with manufacturer's recommendation to achieve continuous edge flow and complete bond.
  - 4. Overlap sides minimum 3 inches (75 mm) and end laps minimum 6 inches (150 mm).
  - 5. Extend modified bituminous sheet to 2 inches (50 mm) at perimeter.
- 6. Extend perimeter multiple ply flashing a minimum of 6 inches (150 mm) onto modified bituminous sheet roofing.
- 7. Install second ply of modified bitumen in similar fashion. Stagger top ply of modified 18" from bottom ply laps.
- 8. Where roof accessories are set on modified bituminous sheet roofing, set metal flanges on a secondary sheet of membrane and seal with bead of roofing cement
  - 9. Fire extinguishers shall be kept on site at all times during torch applied membrane installations.
  - 10. Maintain a fire watch for at least one hour after the last roof torch has been extinguished.

#### 3.8 Installation Details:

- 1. Roof Drains:
- a. After field sheet of membrane base ply has been applied, install lead flashing sheet Strip-in lead flashing with base flashing base ply sheet extending a minimum of 100mm (4-inches) beyond edge of lead flashing sheet.
  - b. Install membrane top ply centered over drain and extending under clamping ring.
  - c. Install clamping ring and secure.
  - d. Clean drains of debris, re-set strainers and water test.
  - 2. Pipe and Vent Stack:
- a. Prime top and bottom flanges of lead flashing sleeve. Set flange in uniform troweling of plastic roof cement. Prime top side of flange to receive strip-in membrane.
- b. Install hood or umbrella counterflashing around pipe and equipment supports. Secure hood with stainless steel draw band and seal top with caulking.
  - 3. Vent and Duct Curbs:
- a. Lap adjacent sections of receivers and counter flashings a minimum of 100mm. Apply a continuous bead of sealant in lap.
- b. Secure new flashing to existing or new receiver utilizing self-tapping screws spaced 150mm on-center.
  - 4. Parapets:
- a. Saw cut a new horizontal reglet joint into the masonry parapet 450 mm above membrane on lightweight deck [300 mm above pavers].
- b. Install 2 piece stainless steel counterflashing after base ply and termination bar is completed. Secure counterflashing in masonry with lead wedges.
  - c. Secure interlocking counterflashing with fasteners 300 mm on center and seal top with caulking.
- d. Remove loose paint and surfacing on parapet walls and exposed masonry, clean surfaces and apply reinforcing fabric and apply two coats of white elastomeric on masonry surfaces.

#### 4.0 CONTRACT ADMINISTRATION

- 4.1 Contractor shall not conduct any work that is beyond SOW unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW without direction from the CO will be at the Contractor's own risk and at no cost to OBO.
- 4.2 OBO has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. OBO may perform quality assurance inspections [QAI] to confirm the work is being performed according to the SOW.

#### 5.0 RESPONSIBILITY OF THE CONTRACTOR

- 5.1 Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- 5.2 Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Contracting Officer's Representative [COR].

#### 6.0 CRITERIA

- 6.1 Contractor's work shall be in accordance with U.S. codes and standards and this SOW:
- 1. Factory Mutual wind uplift requirements
- 2. National Roofing and Contractors Association, Roofing and Waterproofing Manual
- 3. Sheet Metal and Air Conditioning Contractors National Association for system details
- 4. American Society for Testing & Materials, roofing, waterproofing & sealer materials
- 5. International Building Code

#### 7.0 DELIVERABLE SCHEDULE

7.1 Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance of the roof repair project including final cleanup of the premises within the contract period specified.

#### 7.2 Milestones:

Award of Contract May 2018

Pre-construction Site Visit Within 10 days after Award

Product Submittals 30 days after visit

OBO Review 10 days Product Procurement 30 days

On-site Construction

Grey House Roof 30 days
Garage #1 roof 15 days **Total Period of Performance 145 days** 

7.3 Project Completion: Furnish surplus roof materials, one copy of maintenance and operating information, and catalog cuts of all items installed.

#### 8.0 CLEARANCES

8.1 This is a non-classified project. The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.

## C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

N/A

## D. <u>INSPECTION AND ACCEPTANCE</u>

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

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

#### D.1 FINAL COMPLETION AND ACCEPTANCE

- D.1.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.
- D.1.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.
- D.1.3 <u>FINAL INSPECTION AND TESTS</u>. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.
- D.1.4 <u>FINAL ACCEPTANCE</u>. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:
  - Satisfactory completion of all required tests,
  - A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
  - Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

#### E. DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to:

- (a) commence work under this contract within 10 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 145 days after Notice to Proceed.

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

## 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of \$50 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 "10 calendar days after receipt of an executed contract".
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.
- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.
- (e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:
  - (1) Extend the completion date or obligate the Government to do so,
  - (2) Constitute acceptance or approval of any delay, or

(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

## NOTICE OF DELAY

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

#### NOTICE TO PROCEED

- (a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.
- (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

## **WORKING HOURS**

All work shall be performed during **Mondays through Fridays**, **08:00 – 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 within 10 days after contract award at American Embassy Vilnius, Akmenu str. 6 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 Deliver Date Deliver Date		Deliver To		
Section G. Securities/Insurance	1	10 days after award	CO	
Section E. Construction Schedule	1	10 days after award	COR	
Section E. Preconstruction Conference	1	10 days after award	COR	
Section G. Personnel Biographies	1	10 days after award	COR	
		Last calendar day		
Section F. Payment Request	1	of each month	COR	
		5 days before		
Section D. Request for Final Acceptance	1	inspection	COR	

## F. <u>ADMINISTRATIVE DATA</u>

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

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

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

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

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

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

## All invoices should be sent electronically to VilniusFMO@state.gov

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

#### G. SPECIAL REQUIREMENTS

- G.1.0 <u>PERFORMANCE/PAYMENT PROTECTION</u> The Contractor shall furnish bank guarantee as described in 52.228-13 in the amount of 50% of the contract price.
- G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.
- G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.
- G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.
- G.2.0 <u>INSURANCE</u> The Contractor is required by FAR 52.228-5, "Insurance Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own

expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 <u>GENERAL LIABILITY</u> (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN EUROS		
Per Occurrence \$5,000.00		
Cumulative	\$50,000.00	
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS		
Per Occurrence	\$3,000.00	
Cumulative	\$50,000.00	

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

## G.3.0 DOCUMENT DESCRIPTIONS

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

## G.3.1.1. 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.

- G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:
  - (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
  - (2) record shop drawings and other submittals, in the number and form as required by the specifications.
- G.4.0 <u>LAWS AND REGULATIONS</u> The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.
- G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.
- G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.
- G.5.0 <u>CONSTRUCTION PERSONNEL</u> The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.
- G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.
- G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 10 days to perform. For each individual the list shall include:

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

- G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.
- G.6.0 Materials and Equipment All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

## G.7.0 SPECIAL WARRANTIES

- G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.
- G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

## G.8.0 EQUITABLE ADJUSTMENTS

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

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

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

## G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- 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. CONTRACT CLAUSES

## FAR 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): <a href="http://www.acquisition.gov/far/">http://farsite.hill.af.mil/vffara.htm</a>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <a href="https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl">https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl</a> to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

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

<u>CLAUSE</u>	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (NOV 2017)
52.216-7 52.222-1	ALLOWABLE COST AND PAYMENT (JUN 2013) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) Alternate I (SEPT 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

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

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

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

(End of clause)

## CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

## 652.236-70 ACCIDENT PREVENTION (APR 2004)

- (a) *General*. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:
  - (1) Provide appropriate safety barricades, signs and signal lights;
  - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
  - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
  - (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
    - (i) Scaffolding;
    - (ii) Work at heights above two (2) meters;
    - (iii) Trenching or other excavation greater than one (1) meter in depth;
    - (iv) Earth moving equipment;
    - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
    - (vi) Work in confined spaces (limited exits, potential for oxygen less that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
    - (vii) Hazardous materials a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind

of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

- (viii) Hazardous noise levels.
- (b) *Records*. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.
  - (c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
  - (d) Written program. Before commencing work, the Contractor shall:
  - (1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and.
  - (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) *Notification*. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

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

- (a) The Contractor warrants the following:
  - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
    - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

## 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

## I. <u>LIST OF ATTACHMENTS</u>

ATTACHMENT		NUMBER OF
NUMBER	DESCRIPTION OF ATTACHMENT	PAGES
Attachment 1	Drawings	4

## J. <u>QUOTATION INFORMATION</u>

#### A. QUALIFICATIONS OF OFFERORS

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

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

## B. **SUBMISSION OF QUOTATIONS**

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

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF
		COPIES
I	Standard Form 1442 including completed pricing in Section A	1
II	Performance schedule in the form of a "bar chart" and	1
	Business Management/Technical Proposal	

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

#### Vilnius.Procurement@state.gov

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

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

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

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
  - (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

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

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

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

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
  - (b) A site visit has been scheduled for Thursday, April 5th, 2018 at 14:00.
  - (c) Participants will meet at American Embassy Vilnius, Akmenu str. 6.

## D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between \$25,000 and \$100,000.

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: <a href="http://acquisition.gov/far/index.html/">http://farsite.hill.af.mil/vffara.htm</a>. Please note these addresses are subject to change.

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

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

<u>PROVISION</u>	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (JAN 2004)

## K. <u>EVALUATION CRITERIA</u>

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

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

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

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

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

#### (a) Definitions.

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

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

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

(e) Taxpa	yer Identification Number (TIN).
TIN: _	
	TIN has been applied for.  TIN is not required because:  Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;  Offeror is an agency or instrumentality of a foreign government;  Offeror is an agency or instrumentality of the Federal Government.
	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
	non 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)
	Name TIN

- L.2 52.204-8 -- Annual Representations and Certifications. (NOV 2017)
- (a)(1) The North American Industry classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, and 237990.
  - (2) The small business size standard is \$36.5M.

- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at <u>52.204-7</u> is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
  - □ (i) Paragraph (d) applies.
- $\Box$  (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
  - (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) <u>52.203-2</u>, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless.
  - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) <u>52.203-18</u>, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at <u>52.204-7</u>, System for Award Management.
- (v) <u>52.204-5</u>, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that.
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
  - (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations. Representation.
- (vii) <u>52.209-5</u>, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) <u>52.209-11</u>, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) <u>52.214-14</u>, Place of Performance.Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) <u>52.215-6</u>, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) <u>52.219-1</u>, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) <u>52.219-2</u>, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at <u>52.222-26</u>, Equal Opportunity.
- (xiv) <u>52.222-25</u>, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at <u>52.222-26</u>, Equal Opportunity.
- (xv) <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xviii) <u>52.223-22</u>, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at <u>52.204-7</u>.
- (xix) <u>52.225-2</u>, Buy American Certificate. This provision applies to solicitations containing the clause at <u>52.225-1</u>.
- (xx) <u>52.225-4</u>, Buy American.Free Trade Agreements.Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at <u>52.225-3</u>.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) <u>52.225-6</u>, Trade Agreements Certificate. This provision applies to solicitations containing the clause at <u>52.225-5</u>.
- (xxii) <u>52.225-20</u>, Prohibition on Conducting Restricted Business Operations in Sudan.Certification. This provision applies to all solicitations.
- (xxiii) <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxiv) <u>52.226-2</u>, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
  - (2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
  (ii) 52.204-20, Predecessor of Offeror.
  (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
  (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
  (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
  (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  (vii) 52.227-6, Royalty Information.
  (A) Basic.
  (B) Alternate I.
  (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
  (d) The offeror has completed the annual representations and certifications electronically via the SAM
- (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

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

(End of provision)

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

(a) Definitions. As used in this clause—

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

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

- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
  - (1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
  - (2) [ ] Outside the United States.

(End of provision)

## L.4 <u>AUTHORIZED CONTRACTOR ADMINISTRATOR</u>

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

Name:	
Telephone Number:	
Address:	

# L.5 <u>52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)</u>

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

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

"Marginalized populations of Sudan" means—

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.
- (b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

- L.6. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations Representation (Nov 2015)
- (a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at <u>9.108-2</u>(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
  - (c) Representation. The Offeror represents that.
    - (1) It  $\Box$  is,  $\Box$  is not an inverted domestic corporation; and
    - (2) It  $\Box$  is,  $\Box$  is not a subsidiary of an inverted domestic corporation.

(End of provision)

## ATTACHMENT #1 – DRAWINGS