

SF-18

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**PROJECT**  
**MAKE AND INSTALL NEW FIRE ESCAPE DOORS FOR TOWN HOUSES AND**  
**FOR CONSULATE OFFICE BUILDING**

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## REQUEST FOR QUOTATIONS - CONSTRUCTION

### A. PRICE

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

### 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, subject to exceptions stated in the Specifications/Statement of Work for materials and equipment to be provided by or work to be performed by the Consulate or by others under separate contracts, or otherwise specifically indicated in the contract drawings or Specifications/Statement of Work as not included in the contract.

#### B.1 General

B.1.1 Services described herein are required for the U.S. Consulate houses located at the following streets: Promegutochny pereulok 1-5, 1 Morskaya16/4, and Pushkinskaya 32 Vladivostok, Russia. Work should be performed during working hours from 9AM to 5.30PM, Monday through Friday. All work and procedures shall be performed in conformity with the specifications and work requirements herein. All local labor standards for occupational safety and health apply to this contract.

B.1.2 Under the first project the contractor shall remove four plastic doors and one grill, make and install five Fire escape doors with the locks. Doors should be solid metal and to be made from 1 or 1.5 mm sheet of metal. It has to be with handle and peephole. Locks will be provided by Consulate, and the contractor has to install it. Doors are facing the street and therefore must be insulated and have a seal around the perimeter. Contractor has to repair the inner and outside jamb wall after door installation.

Doors must be painted in the GRAY; paint must be 3 in 1 type to prevent rust.

B.1.3. Under the second project contractor shall remove metal door on the consulate office building, make and install metal door with handle and two locks. The contractor shall put one lock by themselves (Gurdian or other popular brands), another one will be provided by the Consulate and has to be installed on the same door in the Consulate. There has to be multiplied-layered glass in the top part of the door with the mylar on the inner glass. The Door is facing the street and therefore must be insulated and have a double seal around the perimeter. Contractor has to repair the inner and outside jamb wall after door installation.

Contractor has to measure the door's frames before make it.  
All materials must be new and purchased by the Contractor.

B.2 Work requirements:

B.2.1. The Contractor shall keep copies of the specifications and approved work schedule on the job and shall at all times make these available to the Contracting Officer's Representative (COR) upon request. Any item provided for in the specifications or work schedule shall be considered as being shown or provided for in both. In any case of discrepancy in the figures the matter shall be immediately brought to the attention of the COR, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense. The COR may furnish from time to time such additional drawings or other information as the COR may consider necessary.

B.2.2. The COR may, at any time, by written order, make changes in the specifications of this contract and within the general scope thereof. If such changes cause any increase in the amount due under this contract, or in the time required for its performance, the Contracting Officer shall approve such changes and issue a modification to reflect such changes in writing. Changes in the scope of performance, or changes which result in increases in cost, must be approved by the Contracting Officer by modification.

B. 3. Responsibility of the Contractor:

B.3.1. The Contractor shall be responsible for the quality and coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the construction.

B.3.2. Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under fixed price of this contract.

B.3.3. The Contractor shall be and remain liable to the Consulate in accordance with applicable law for all damages to the Consulate caused by the Contractor's negligent performance of any of the services furnished under this contract.

B.3.4. The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project manager shall attend all project meetings.

The Project Manager for this Contract is

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B.4. All work, either in progress or in a completed state under this contract, shall be continuously protected by the Contractor against damage, and shall be so secured as to preclude any accident or damage to adjacent property or personnel, until turned over to and accepted by the Government. Protective clothing will be worn at all times by Contractor employees during the execution of this contract. Upon completion of all the work, the Contractor shall thoroughly clean the entire work area prior to turnover to the Consulate. The Contractor shall not display signs or advertisements at any time on or adjacent to the premises.

B.6 Debris Disposal:

Debris produced from the work shall be disposed on a daily basis to the disposal containers.

B.7 Utilities

Electricity, 220V single phase is available at the site. City water is also available from the nearest work area faucets. Electricity and water are provided at no cost to the Contractor during the work period. Both shall be utilized solely for the contracted work, never for the other purposes.

B.8 An Invoice, suitable for payment, shall contain, but not limited to, the following information:

- 1 Name of Contractor;
- 2 Date of Invoice;
- 3 Invoice Number (Consecutive numbers per contract or order marked "Original");
- 4 Contract number;
- 5 Description of the item, or service actually provided;
- 6 Period of performance of service or date item is provided;
- 7 Block/Space reserved for COR acceptance signature and date;
- 8 Signature and Name of Company representative authorized to sign invoices;
- 9 Remit to address
- 10 Name, phone number and Mailing address to whom any disputed invoices should be addressed;

**Failure to submit Invoices which do not identify this information shall be returned without payment to the Contractor for correction.**

#### **C. PACKAGING AND MARKING**

This section is not applicable in this RFQ.

#### **D. INSPECTION AND ACCEPTANCE**

D.1 Inspection by Consulate: The services being performed will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

D.2 The Contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspections.

D.3 Final Completion and Acceptance:

D.3.1 "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, on which all work required under the contract has been completed in a satisfactory manner in accordance with the requirements thereof, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.3.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer as of which final completion of the work has been achieved, as indicated

by written notice to the Contractor.

D.3.3 Final Inspection and Tests - The Contractor shall give the Contracting Officer at least one (1) calendar day advance notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the aforesaid notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.3.4 Final Acceptance - Upon (a) satisfactory completion of all required tests, (b) verification by the Contracting Officer on the basis of a final inspection that all items 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 (c) submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment, and the Contracting Officer is satisfied that the work under the contract is complete and the contract has been fully performed, with the exception of continuing obligations thereunder, the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment as required by the contract.

## **E. DELIVERIES OR PERFORMANCE**

### **E.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 30 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 120 calendar days after receipt the notice to proceed. The time stated for completion shall include final cleanup of the premises and completion of punchlist items.

### **E.2 Notice of Delay**

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly, and not more than one (1) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

### **E.3 Notice to Proceed**

E.3.1 Following receipt from the Contractor of any bonds or evidence of insurance within the time specified in Section G of this order, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder, commencing and completing performance not later than the time period established in the contract.

E.3.2 It is possible that the Contracting Officer may elect to issue the Notice to Proceed prior to receipt and acceptance of any bonds or evidence of insurance required hereunder. Issuance of a Notice to Proceed by the Consulate before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

E.4 Working Hours

All work shall be performed during working hours from Monday to Friday, from 9:00 until 18:00 except the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 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.

The Consulate observes the following days as holidays from August 2011:

September 5	Monday	US	Labor Day
October 10	Monday	US	Columbus Day
November 4	Friday	R	Day of Consent & Reconciliation

Any other day designated by Federal law, Executive Order or Presidential Proclamation. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

E.5 Preconstruction Conference

A preconstruction conference will be held 5 days after contract award at GSO Office of the Consulate to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress.  
See FAR 52.236-26, Preconstruction Conference.

E.6 Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
A. Securities/Insurance	1	10 days after award	Contracting Officer
B. Bios on Personnel	1	1 days after award	COR
C. Payment Request	1	1 last calendar day of each month	COR

**F. ADMINISTRATIVE DATA**

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

(a) The Contracting Officer may designate in writing one or more Consulate 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 Maintenance Foreman, POSHO Assistant.

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

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.

The receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons therefore.

In accordance with 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

## **G. SPECIAL REQUIREMENTS**

### **G.1 Insurance**

The Contractor's attention is directed to 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required 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	\$50,000.00
Cumulative	\$50,000.00

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

Per Occurrence	\$50,000.00
Cumulative	\$50,000.00

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 Consulate 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 Consulate from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Consulate.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

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

## G.2 Laws and Regulations

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

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

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

## G.3 Construction Personnel

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

writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Consulate'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 one calendar day to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Consulate to conduct all necessary security checks. For each individual the list shall include:

Full Name  
Place and Date of Birth  
Photocopy of Passport

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application.

#### G.4 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.5 Warranty

Unless otherwise stipulated herein, the Contractor shall guarantee the Contractor workmanship of the work completed under this contract for one year period from the date of the Consulate's acceptance of the work completion.

During the guarantee period, the Contractor shall correct and/or repair, at no cost to the Consulate, any damages and/or deficiencies that may be attributed to the materials and workmanship provided by the Contractor under this contract. The Contractor shall provide all labor, materials, equipment, at their own expense, to perform the repair and/or correction. The repair and/or correction must be completed within 5 days from Notice of Damage(s).

#### G.6 Special Warranties

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

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

## G.6 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment, that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice within a limit of 10 days stating (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence in accordance with additional information provided in FAR 52.236-4, Differing Site Condition.

## 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://www.arnet.gov/far> 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.gov/home.htm> to see the links to the FAR. You may also use a network "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 (JAN 2006)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.211-12	Liquidated Damages
52.225-10	Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (FEB 1990)
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52.229-6	Taxes - Foreign Fixed-Price Contracts (JAN 1991)
52.232-5	Payments under Fixed-Price Construction Contracts (APR 1989)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-33	Mandatory Information for Electronic Funds Transfer (AUG 1996)
52.232-27	Prompt Payment for Construction Contracts (FEB 2002)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes Alternate II (AUG 1987)
52.243-5	Changes and Changed Conditions (APR 1984)
52.245-4	Government-Furnished Property (Short Form) (APR 1984)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (SEP 1996) Alternate I (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.244-6	Subcontracts for Commercial Items and Commercial Components (MAY 2002)
652.237-71	IDENTIFICATION/BUILDING PASS (APR 2004)

(a) Definitions. As used in this clause--

"Commercial item," has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

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- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(1 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000) for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (FEB 1999)(E.O. 11246).
  - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)(38 U.S.C. 4212(a)).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).
  - (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) 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.

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.

#### 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**

None

## **K. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS**

### **K.1 Qualification of Offerors.**

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

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as 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.

### **K.2 Site Visit.**

(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 \_\_\_\_\_, **2011**.
- (c) Participants will meet at the U.S. Consulate General, Vladivostok, 32 Pushkinskaya street, at \_\_\_\_\_.

### **K.3 Magnitude of Construction Project.**

It is anticipated that the range in price of this contract will be: 2,000.00 USD-25,000.00 USD.

## **L. Evaluation Criteria**

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

The Consulate will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Consulate 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.

#### 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

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1 General Requirements  
2. Site Work

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3. Concrete  
4. Masonry

PR1260225

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5. Metals  
6. Wood and Plastic

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7. Thermal and Moisture  
8. Doors and Windows

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9. Finishes  
10. Specialties

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11. Equipment  
12. Furnishings

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13. Special Construction  
14. Conveying Systems

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15. Mechanical  
16. Electrical

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TOTAL: RUB

Allowance Items:

PROPOSAL PRICE

TOTAL: RUB

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Alternates (list separately do not total)

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*Offeror:*

*Date*

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS