

Embassy of the United States of America

Lima, Peru

June 1, 2018

To: Prospective Offerors

Subject: RFQ 19PE5018Q0078 - Consulate Knoll Office Furniture Installation

Enclosed is a Request for Quotation (RFQ) for the installation of Knoll Office Furniture in the Consulate. If you would like to submit a quotation, follow the instructions in Section J of the solicitation and complete the required portions of the attached document.

The U.S. Embassy will conduct a pre-proposal conference and site visit on June 7, 2018 at 10:00 a.m. Please submit full name and DNIs of the people attending the visit to Mr. Christian Rivas at rivascr@state.gov no later than June 6, 2018 by 10:00 a.m. in order get the authorization access to the building.

For a proposal to be considered, you must complete and submit two (2) hard copies in English of the following documentation:

Volume 1:

- SF-1442 (block 14, 15, 16, 17, 20a, 20b and 20c)
- Section A Price
- Attachment 3 Price Schedule Breakdown

Volume 2:

- Attachment 4 Proposed Performance Chart
- Section J Information as requested under Solicitation Provisions
- Section L Representations and Certifications and Other Statements of Offerors, including proof of System for Award Management (SAM) registration

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" to Noemi Davila, Contracting Officer, Av. Lima Polo cdra 2, Monterrico, Surco on or before 10:00 a.m. on June 18, 2018, (local date and time). No quotations will be accepted after this date and time.

Sincerely,

Contracting Officer

Enclosure: As Stated

SOLICITATION	. OFFER.	1. SOLICITATION NUMBER	₹	2. TYPE OF SOLICIT	TATION	3. DATE ISSUED	PAGE 1 OF 32 PAGES
AND AWARD		19PE5018Q0078		SEALED BID	(IFB)	06/01/2018	
(Construction, Altera				X NEGOTIATE	D (RFQ)		
•	•						
IMPORTANT - The "offer" 4. CONTRACT NUMBER	section on the rever	se must be fully complete. 5. REQUISITION/PURCHASE.			I & DDO IE	ECT NUMBER	
4. CONTRACT NUMBER		PR7358208	SE RE	QUEST NUMBER	6. PROJE	CT NUMBER	
7. ISSUED BY	CODE	PE500		DRESS OFFER TO ERICAN EMBASSY LI	MA		
AMERICAN EMBASSY LIMA Ave. Lima Polo Cdra 2 Monterrico	o. ATTN: GSO/Procureme	ent	Ave	. Lima Polo Cdra 2 Mo		TN: GSO/Procurement	
Lima PERU	,		Lim: PEF				
FLINO							
9. FOR INFORMATION	a. NAME				MBER (Inclu	de area code) (NO COL	LECT CALLS)
CALL:	Christian R Rivas			(511) 6182192			
		SOLIC	TATI	TON			
NOTE: In sealed bid solicit							
10. THE GOVERNMENT REQUIR	ES PERFORMANCE OF 1	THE WORK DESCRIBED IN 1	THESE	DOCUMENTS (Title,	identifying n	umber, date)	
11. The contractor shall begin	performance within	10 calendar o	days a	and complete it with	in 90	calendar days	after receiving
award, x notice to p	oceed. This performa	ance period is x manda	atory	negotiable. (\$	See).	
12A. THE CONTRACTOR MU (If "YES," indicate within YES NO		EQUIRED PERFORMANO Bys after award in Item 128		ID PAYMENT BON	DS?	12B. CALENDAR D	AYS
13. ADDITIONAL SOLICITATION F	REQUIREMENTS:						
a Sealed offers in original and	2 copies to	o perform the work require	ed are	due at the place sp	pecified in I	tem 8 by 10:00	(hour)
local time 06/18/2018	(date). If this i	is a sealed bid solicitation	, offer	s will be publicly op	ened at tha	at time. Sealed envel	opes
containing offers shall be ma	` ′						
Somaning Onors Shall be Ille	and to snow the offer	o, o namo ana addices, li	.5 5011	onadon number, an	a ino dale	and unio onois are u	
b. An offer guarantee x is	s, is not requir	red.					
c. All offers are subject to the (1) work requirements, a	and (2) other provisions a	nd cla	uses incorporated i	n the solici	tation in full text or by	reference.
d. Offers providing less than	30 calendar da	ays for Government accep	tance	after the date offers	s are due v	vill not be considered	and will be rejected.

	OFFER (Must be ful	ly complete	ed by offero	r)			
·			15. TELEPHONE NUMBER (Include area code)				
		16. REMITTAN	CE ADDRESS ((Include only if d	fferent than	Item 14.)	
CODE FACILITY COD	ıE						
17. The offeror agrees to perform the work required at the p		accordance with	the terms of thi	s solicitation, if the	nis offer is ac	ccepted	
by the Government in writing withincalenda	ar days after the date offers ar	e due. (Insert a	ny number equa	al to or greater th	an the minim	num requirement	
stated in Item 13d. Failure to insert any number means	the offeror accepts the minimu	um in Item 13d.)				
AMOUNTS							
18. The offeror agrees to furnish any required	performance and paym	ent bonds.					
(The offeror ack)	19. ACKNOWLEDG nowledges receipt of amendm				of each)		
AMENDMENT NUMBER	lowedges receipt of amendin		Shahori give ne	amber and date)		
DATE.							
20a. NAME AND TITLE OF PERSON AUTHORIZED TO S	IGN OFFER (Type or print)	20b. SIGNATU	I RE	1		20c. OFFER D	L DATE
	AWARD (To be con	malatad by (Caramant)				
21. ITEMS ACCEPTED:	AWARD (10 be con	прівіва ву С	<u> soverninent)</u>				
22. AMOUNT	23. ACCOUNTING AND	APPROPRIA	ATION DATA				
24. SUBMIT INVOICES TO ADDRESS SHOWN IN	I ITEM	25 OTHER	THAN FIII I		OMPETITIO	ON PHRSHANT 1	ΓΩ
(4 copies unless otherwise specified)	III Z.WI	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO [10 U.S.C. 2304(c)()					
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY					
•							
CONTRACT	ING OFFICER WILL COM	IPLETE ITEN	1 28 OR 29 AS	S APPLICABL	E		
28. NEGOTIATED AGREEMENT (Contract						sign this docum	
document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified						as to the items linsists of (a) the C	
on this form and any continuation sheets for the	ne consideration slated in	solicita	tion and you	r offer, and	(b) this co		No further
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, incorporated by reference in or attached to this							
, ,			E OF CONTRA	ACTING OFFI	CER (Type	e or print)	
30B. SIGNATURE	30C. DATE	31B. UNIT	ED STATES (OF AMERICA,	BY I	31C. AWARD D	ATE
				,			

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REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

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

A.1 VALUE ADDED TAX

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

Total Cost of Service	
18% IGV Tax	
Total Contract Cost	

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.

Refer to Attachment 1: Statement Of Work

C. <u>PACKAGING AND MARKING</u> (RESERVED)

D. INSPECTION AND ACCEPTANCE

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

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

D.1 <u>SUBSTANTIAL COMPLETION</u>

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

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

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to

the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

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

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

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

The Contractor shall be required to:

- (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed (NTP),
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use no later than **90** calendar days after **NTP**.

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 \$77.31 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 **Monday thru Saturday from 08:00 to 17:00 hours**. 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 10 days after contract award at 1700 Encalada Ave., Surco to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:				
<u>Description</u>	Quantity	<u>Deliver Date</u>	<u>Deliver To</u>	
Section G. Securities/Insurance	1	10 days after award	СО	
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	
		15 days before		
Section D. Request for Substantial Completion	1	inspection	COR	
		5 days before		
Section D. Request for Final Acceptance	1	inspection	COR	

F. ADMINISTRATIVE DATA

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

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

<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.

Embassy of the United States of America – FMO/DBO Av. Lima Polo cda. 2, s/n, Surco

RUC: 20293588776

Working Hours: Monday thru Friday from 09:00 to 12:00 hrs

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 some form of payment protection as described in 52.228-13 in the amount of 40% of the contract price.

Refer to Letter of Bank Guaranty, Attachment 7

- 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 PERUVIAN SOLES			
Per Occurrence S/. 35,000.00			
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS			
	The Contracting Officer will evaluate the property damage and		
Per Occurrence	determine the cost.		

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 Contractor shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.
 - G.3.1.1. <u>RECORD DOCUMENTS</u>. The Contractor shall maintain at the project site:
 - (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
 - (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.
 - G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- 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 <u>25 working days to</u>

perform approximately. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
DNI number
Full name of Father and Mother

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. <u>CLAUSES</u>

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.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm. 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 https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6 https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6 https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6 https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6 https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6 <a href="https://www.ecfr.gov/cgi-bin/text-idx.gov/cgi-bin/tex

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

CLAUSE	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) (JAN 2018)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)

52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)	
52.223-18	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)	
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	
52.228-11	PLEDGES OF ASSETS (JAN 2012)	
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)	
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)	
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)	
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)	
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)	
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)	
52.232-11	EXTRAS (APR 1984)	
52.232-18	AVAILABILITY OF FUNDS (APR 1984)	
52.232-22	LIMITATION OF FUNDS (APR 1984)	
52.232-25	PROMPT PAYMENT (JULY 2013)	
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)	
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)	

52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)

52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) Alternate I (SEPT 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

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

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

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

- (a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.
 - Scaffolding;
 - (2) Work at heights above 1.8 meters;
 - (3) Trenching or other excavation greater than one (1) meter in depth;
 - (4) Earth-moving equipment and other large vehicles;
 - (5) Cranes and rigging;
 - (6) Welding or cutting and other hot work;
 - (7) Partial or total demolition of a structure;
 - (8)Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered

to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

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

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

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

(End of clause)

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

ATTACHMENT		
NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Statement of Work	4
Attachment 2	Contractor Safety Policy	4
Attachment 3	Price Schedule Breakdown	1
Attachment 4	Proposed Performance Chart	1
Attachment 5	Daily Construction Report	2
Attachment 6	Shop Drawing Material Approval Request	2
Attachment 7	Letter of Bank Guaranty	2
Attachment 8	Request for Progress Payment	2
Attachment 9	Existing Furniture drawing	1
Attachment 10	New Furniture drawing	1

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. Also, offerors/quoters shall have an active registration in the System for Award Management (SAM). 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 the STATEMENT 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, Section A and Attachment 3 (Price	2	
	Schedule Breakdown)		
II	Attachment 4 in the form of a bar chart (Proposed	2	
	Performance chart), Company Profile/References and other		
	information as required under Section J. Also, include proof of		
	System for Award Management (SAM) Registration		

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

Embassy of the United States of America – Procurement Unit Av. Lima Polo cda. 2, s/n, Surco Working Hours: Monday thru Friday from 09:00 to 12:00 hrs

Proposals should be submitted no later than June 18, 2018, at 1000 hrs

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 (3) 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 June 7, 2018 at 10:00 a.m.
 - (c) Participants will meet at 1700 Encalada Ave., Surco.

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: http://farsite.hill.af.mil/vffara.htm. 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 http://www.statebuy.state.gov 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. EVALUATION CRITERIA

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

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

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

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

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

(a) Definitions.

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

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments
- (c) otherwise due under the contract.

☐ Corporate Entity (not tax exempt);

(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 (3I USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

	Corporate Entity (tax exempt);
	Government Entity (Federal, State or local);
	Foreign Government;
	International organization per 26 CFR 1.6049-4;
	Other
(f)	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)

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

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, and 237990.
 - (2) The small business size standard is \$36.5M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at <u>52.204-7</u> is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - □ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) <u>52.203-2</u>, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part
 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$250,000.
- (iii) <u>52.203-18</u>, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at <u>52.204-7</u>, System for Award Management.
- (v) <u>52.204-5</u>, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) <u>52.209-2</u>, 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) $\underline{52.222-25}$, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at $\underline{52.222-26}$, Equal Opportunity.
- (xv) <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA—designated items; or include the clause at

- <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA—designated items.
- (xviii) <u>52.223-22</u>, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at <u>52.204-7</u>.
- (xix) <u>52.225-2</u>, Buy American Certificate. This provision applies to solicitations containing the clause at <u>52.225-1</u>.
- (xx) <u>52.225-4</u>, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at <u>52.225-3</u>.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.
- (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) $\underline{52.225-6}$, Trade Agreements Certificate. This provision applies to solicitations containing the clause at $\underline{52.225-5}$.
- (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) <u>52.204-17</u> , Ownership or Control of Offeror.
(ii) <u>52.204-20</u> , Predecessor of Offeror.
(iii) <u>52.222-18</u> , Certification Regarding Knowledge of Child Labor for Listed End
Products.
(iv) <u>52.222-48</u> , Exemption from Application of the Service Contract Labor Standards
to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
(v) <u>52.222-52</u> , Exemption from Application of the Service Contract Labor Standards to
Contracts for Certain Services-Certification.
(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material
Content for EPA–Designated Products (Alternate I only).
(vii) <u>52.227-6</u> , Royalty Information.
(A) Basic.
(B) Alternate I.

___ (viii) <u>52.227-15</u>, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR CLAUSE # TITLE DATE CHANGE

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

(End of provision)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

(End of provision)

L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

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

Name:
Telephone Number:
Address:

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

(a) Definitions. As used in this provision—

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

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act. "Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—
- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

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

(End of provision)

L.6. <u>52.209-2 Prohibition on Contracting with Inverted Domestic Corporations</u> 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 <u>9.108-2</u>(b).
 - (c) Representation. The Offeror represents that.
 - (1) It □ is, □ is not an inverted domestic corporation; and
 - (2) It \Box is, \Box is not a subsidiary of an inverted domestic corporation.

(End of provision)

STATEMENT OF WORK

CONSULAR OFFICE FURNITURE INSTALLATION US ANNEX BUILDING LIMA, PERU

1.0 INTRODUCTION

1.1 The U.S. American Embassy is looking for a qualified company to dismantle the existing Knoll Furniture and installi the new Knoll furniture purchased by US Embassy. The office-remodeling project has been schedule in multiple phases. The beginning of each phase would start with the dismantling of the existing furniture and conclude installing the new furniture when the architectural and other systems had finalized.

1.1.1. CONTRACTOR EVALUATION

The purpose of this SOW is to secure the qualified labor required for the successful office furniture installation.

- a) Products: The furniture is provided by US Government. The Office System
 Furniture is produced by Knoll and is part of AutoStrada system.
 Information of the Austrada System may be found at
 https://www.knoll.com/product/autostrada
- b) The area to install the new furniture will be on the First Floor of Chancery Building. It is attached the drawing with furniture distribution and the location.
- c) Site Visit: Visit the space and verify the conditions of the existing office configuration. This means the Contractor shall inspect visually the space and investigate to determine any problem to perform the job.
- d) The Contractor shall be responsible to examine the conditions of the area, materials delivered by the Embassy and any condition that could affect the installation.
- e) Prior Experience: The Contractor shall demonstrate previous experience with similar contracts installing Knoll Furniture. It will be required the company profile and CV of the key personnel.

1.1.2. EXECUTION

f) The schedule would be the same for each phase of the project. The contractor shall be prepared to start dismantling the existing furniture and return when the other systems had concluded.

OLD FURNITURE

g) Dismantling and storage existing furniture – In coordination with the COR, the contractor would dismantle the existing Furniture. Contractor is responsible for moving from the office area the existing furniture and storage them in an assigned space outside the Chancery building. The contractor shall be also responsible to protect furniture from damage.

NEW FURNITURE

- h) Storage and Handling new furniture: Contractor is responsible for off-loading furniture from the containers located on site. The contractor shall transfer furniture from on-site storage containers to Chancery Building's First Floor. Finally, they are responsible to protect furniture from damage, from theft, and from exposure to adverse weather. Prolonged storage of these material on site increases the potential for damage to fabrics and finishes.
- i) Examination: Inspect Furniture components, removing and replacing components that are warped, bowed, deformed or otherwise damaged.
- j) Coordination: The contractor shall consider the coordination with Embassy staff through COR because the Embassy would be responsible for connecting the power and data drops from the cubicles, and the interior painting.
- k) Preparation: Clean prior to proceeding with, including vacuuming floors and removal of dust, dirt, and debris.
- Installation: A) Install furniture systems and freestanding furniture in accordance with manufacturer's instructions. B) Manufacturer Installation Instructions and Installation Tools: The Contractor is responsible for acquiring the necessary manufacturer's installation instructions and any specific tools required to successfully complete the installation of Government-Furnished product
- m) Cleaning and protecting: A) Clean Government-Furnished products to produce ready-for-use condition. B) Protection of Work: The work requires protection from damage or theft, covering of exposed surfaces and secure areas where Work is complete. The Contractor assumes liability for replacement of destroyed, damaged or lost property.
- Schedule: The Contractor shall propose the schedule determining the appropriate solution or solutions to perform the job with the objective to minimize any possible interruption of the normal duties.
- The Contractor must follow all working safety regulations attached to this
 document and provide their personnel with appropriate safety equipment like
 gloves, security shoes, ocular protection, etc.
- p) The Contractor shall be responsible for providing tools, equipment and enough trained personnel in order to perform the work without problems and delays.
- q) The area shall be kept clean and organized all time. The Contractor shall ensure that all the area receiving this work shall be left in a condition acceptable to the Embassy COR upon completion.
- r) All damaged areas during the working process should be restored to its original condition by Contractor.
- s) The work could be performed according to the following schedule: Monday through Saturday: 8:00AM 05:00PM

- 1.2 The facility, Chancery Annex Building, is located in the Compound of the U.S. American Embassy at Encalada Avenue Block 17, Surco-Lima. All inspections shall be requested through the Embassy's Facility Manager [FM] or Contracting Officer Representative [COR].
- 1.3 Work shall be completed as expeditiously as possible. Contractor shall coordinate with COR for work phasing and job sequencing with work commencing and completing in each phase in a sequential manner. Contractor to submit a phasing plan with construction schedule for review and approval prior to commencement of work at the site.

Contractor may be allowed to overlap phases upon exhibition of sufficient capability to execute the project simultaneously with the approval of the COR.

2.0 GOVERNMENT MATERIAL (GM)

Pursuant to Contract Clause FAR 52-245-2, Government-Furnished Property (Short Form), the Government will furnish the following materials and equipment for the installation by the Contractor. The Government Material (GM) is stored at US Embassy, Av. Encalada s/n Block 17-Monterrico, Lima. The contractor shall move, uncrate, assemble, and install the GM. GM shall be uncrated and inspected by the contractor in the presence of the Contracting Officer's Representative (COR) to determine any damaged or missing parts. The contractor shall be responsible for damage or loss occurring after this inspection. The contractor shall notify the COR fourteen days in advance of the date the GM is needed. Any GM not incorporated in the work shall be returned to the Government and placed in storage at US Embassy, Lima as directed by the COR.

3.1 Contractor shall provide adequate quantities of materials in addition to the inventory of materials currently stored at the site to provide a complete the project as specified. Detailed List of Items provided at the site includes:

GOVERNMENT MATERIAL SUPPLIED

ITEM	QTY	DESCRIPTION
1	12	Complete Knoll System Clusters
		according to the drawing.
2	7	Complete Knoll Worstations (DS Series)
		according to the drawing.
3	6	File cabinets (set)

4.0 CRITERIA

4.1 The Contractor work shall in accordance with US codes and standards. The COR will review and comment on the Contractor's submissions using the following codes and standards: 2012 International Building Code

2014 National Electrical Code (NFPA)

Statement of Work for Construction Services and the following accompanying specifications and drawings:

ATTACHMENTS

Existing Furniture Distribution New Furniture Distribution

END OF STATEMENT OF WORK

Attachment 2

US EMBASSY LIMA

Facilities Management Section Contractor Safety Policy

This Document outlines the safety policy for contractors hired by the US Embassy Lima Facilities Management Section, which provides construction services and facility maintenance. The concern for safety, health, and welfare of all of our employees and hired Contractors has become our greatest asset. We must all continue to recognize that there is no other aspect of our work that takes greater priority.

It is the policy of the Facilities Section to:

- Provide safe working conditions,
- Perform all activities in ways that eliminate risk of injury or health impairment to any tradesperson,
- Maintain all areas in ways that eliminate risk to visitors and to the public, and
- Eliminate risk of damage to property on and adjacent to every jobsite.

These are basic responsibilities of every company and individual on every jobsite. All supervisors of all trades must routinely accept complete responsibility for prevention of accidents and for the safety of all work under their direction. All trades people of every category are required to conduct themselves in a safe, considerate, and workmanlike manner.

By contract and by law, every company and person employed on the site is obligated at a minimum to comply with this safety policy document, the Federal Occupational Safety and Health Act, Americans with Disabilities Act, and the laws of every entity having jurisdiction over the work and the site.

Any company or individual refusing to correct observed safety violations will be banned from the site at least until such violations are corrected, and will be held completely responsible for all resulting effects.

The collective results of all our direct attention to safety objective will contribute to success, pride, and security that goes with it. Conduct with respect to safety will affect the manner in which the performance of all employees will be measured.

Although we enjoy a safety record to be proud of, our goal is 100% accident-free work, while ensuring our history of enduring quality work and satisfied clients. The good intentions, cooperation and good judgment of all employees in the use of safe and responsible work practices is the path toward continued personal and company improvement, and must be pursued each day.

A. DISCIPLINARY ACTION AND PROCEDURE FOR SAFETY VIOLATIONS

A.1 Policy

Compliance with all safety rules and procedures is a condition of contract agreement when working for the US Embassy Lima. All contractors and their employees must familiarize themselves with safety rules and procedures, and comply with them in every respect. Supervisory, administrative, and management personnel at all levels are responsible for taking immediate corrective action when a violation is observed. Contractors are responsible for their crews' compliances.

Any person causing or knowingly allowing an unsafe condition to remain shall be subject to a warning and possible dismissal. Contractors guilty of intentional, serious, and/or repeated violations will be subject to a contract termination.

A.2 Disciplinary Action

If a violation is observed, or comes to the attention of any Embassy supervisor or management personnel, action must be taken immediately to correct the violation. Immediately thereafter, the POSHO is to be notified. The POSHO will then follow the procedures below for necessary disciplinary action:

First Warning:

The first warning will require the person to immediately leave the jobsite. The individual may return the following workday, provided there is not a safety violation. A verbal and written warning, with a copy of the Safety Violation Warning Notice will be given to the contractor and distributed to the project and contractor files.

Second Warning:

The second warning will again require the person to immediately leave the jobsite. That individual will no longer be allowed on a US Embassy jobsite. A written notice will be given to the contractor, be retained by the POSHO and be distributed to the project and contractor files. A meeting will be held with the contractor and the POSHO in order to determine why the individual is not willing to comply with the rules and regulations. Any further action taken at this time will be determined by management, and be based upon the severity of the violation.

Third Warning:

A third violation by the same company will result in a written notice which will be given to the contractor, be retained by the POSHO, and be distributed to the project and contractor file. Three (3) warnings for safety violations may result in termination of contract.

The actions listed above must be taken when a violation is observed. The US Embassy Beijing cannot tolerate actions or negligence that may result in injury. If there are any questions concerning this policy and procedure, contact the POSHO.

B. FIRST AID

The contractor is responsible for providing first aid and medical treatment for their own employees and any subcontractors employed by the contractor. The contractor is also responsible to ensure that the names, addresses and telephone numbers of the contractor's doctors, hospital, and ambulance services are conspicuously posted as required by law.

The Facilities Section will provide a first aid kit for use by all parties, located at its jobsite field office. The subcontractor is required to provide it's own first aid kit conspicuously located in the vicinity of each of its work areas, and readily accessible at all times. Each first aid kit is to be of an appropriate size for the respective crew.

C. CONTRACTOR EMPLOYEE ORIENTATION AND TRAINING

The contractor shall provide and enforce an adequate ongoing safety program for the benefit of its employees. At a minimum, the contractor is required to:

- 1. Present its safety and loss control orientation program to each new employee prior to that employee's start of work.
- 2. Inform their employees of all safety and health rules pertaining to their particular work assignment.
- 3. Inform their employees of the location(s) and uses of all safety equipment and devices; such as first aid kits, fire extinguishers, personal protective devises, personal transport devices, communication equipment, etc.
- 4. Conduct monthly safety meetings for its supervisory employees and weekly tailgate safety meetings for all employees, including appropriate documentation of all meetings.
- 5. Implement a regular system of inspection of all work areas with the intention to detect and correct hazardous and potentially hazardous conditions, violations of any safety rule, and unsafe working practices.

D. CONTRACTOR EMPLOYEE CONDUCT

All contractor's employees are to be made aware of the following minimum rules of conduct, and will be required to comply with all such rules. Failure to comply may result in that company or it's employee being temporarily or permanently barred from the site, at the sole discretion of the US Embassy Lima.

- 1. Alcoholic beverages and illegal drugs are strictly prohibited.
- 2. Employees entering the jobsite in the possession of or under the influence of alcohol or illegal drugs or controlled substances shall be subject to immediate ejection from the jobsite.
- 3. No firearms or weapons of any kind are allowed on the jobsite.
- 4. Fighting, gambling, stealing, soliciting, and horseplay of any kind is strictly prohibited.

- 5. Abusive language or disrespectful behavior is prohibited.
- 6. All accidents are to be reported on the same day as the accident occurrence.
- 7. All non-emergency treatment of accidents is to be authorized by the injured employee's immediate supervisor.
- 8. All employees are to be made aware of any jobsite alarms and emergency code signals.
- 9. Hardhats and construction grade shoes or boots are to be worn at all times.
- 10. Seat belts are to be worn at all times when in company vehicles and equipment.
- 11. Jobsite roadways and walkways are not to be blocked without prior approval of the foreman.
- 12. Proper hygiene will be expected of each employee.
- 13. All other written and spoken safety rules are to be followed explicitly.

E. EMPLOYEE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

The contractor is responsible to ensure that all contractor's employees comply with minimum requirements for clothing worn in work areas, and that all contractor's employees have available to them and use all personal protective equipment required by their individual work assignments. Failure to comply may result in suspension of the work being performed by those employees until the clothing or equipment need is corrected. At a minimum:

- 1. The contractor is to provide and require the use of all protective devices and personal protective equipment by its employees at all times as required by their respective work activities.
- 2. Approved eye and face protection must be worn when conditions require. Safety glasses are required in all circumstances where there is the possibility of exposure to flying debris or particles. Side shields should also be worn whenever possible.
- 3. Plastic face shields should be worn wherever there is the possibility of flying particles and spraying of liquids or corrosive substances.
- 4. A hard hat is to be worn at all times.
- 5. Only full-covered leather work shoes are allowed. Sneakers, canvas shoes, or shoes that are open in any way are not allowed.
- 6. Shirts must be worn at all times. Sleeveless shirts and tank tops are not allowed.
- 7. Shorts are not allowed. Full-length pants must be worn at all times.
- 8. Jewelry is not to be worn on the jobsite at any time. A watch may be worn unless the employee is performing any task, which may result in the watchband being caught, or an object becoming lodged between the band and skin. Watchbands should be of the expansion type, so that they would slip off if they get caught.

PROJECT: CONS FURNITURE INSTALLATION

LOCATION: CHANCERY BUILDING

PRICE BREAKDOWN STRUCTURE TEMPLATE

ITEM	DESCRIPTION	UNIT	QUANTITY	P.UNIT US \$	TOTAL US \$	
1.00	Dismantling existing furniture and moving to the container area in Embassy grounds	Glb	1			
2.00	Off-loading, moving and installing Office furniture from EmbassyContainer located on site to the Basement of Annex Building. Including the installation of bases, counters, pedestals, overehad cabinets and all the accessories needed to meet the attached drawings					
2.01	Installation Clusters 01 thru 12 and Workstation 01 thru 06	Glb	1			_
3.00	Installation Set File cabinets (include archoring)	Set	6			
4.00	Cleaning	Glb	1			_
	Sub-Total				\$	-
	IGV (18%)				\$	-
	TOTAL COST (US \$)				\$ -	-

PROPOSED PERFORMANCE CHART

TO: COPNTRACTING OFFICER US Embassy		1. FROM		2. VIA		ORIMAI			ORT FOR	RPERIOD	ENDING	;	REPOR	T NUMB	ER	
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Attachment 5

US EMBASSY	CONTRACTOR'S DAILY CONSTRUCTION REPORT
CONTRACT NUMBER:	DAILY REPORT NUMBER:
PROJECT NUMBER:	DATE:
CONTRACTOR:	-
LOCATION:	DESCRIPTION:
WEATHER: FAIR CLOUDY RAIN	☐ WINDY ☐ FOG TEMP: AM PM
*REMARKS (DESCRIBE EVENTS, WORK ACC	COMPLISHED, MATERIALS DELIVERED, ETC):
NATURE OF DEFECTS FOUND (INCLUDE	SPEC AND/OR DWG NO., LOCATION AND
DESCRIPTION):	,
DIRECTIONS RECEIVED OR ISSUED (ST	יישרי דע היישרי .
DIRECTIONS RECEIVED OR ISSUED (SI	ALE BY WHOM):
SUPERINTENDENT'S NAME AND SIGNATURE	
	INFORMATION ON BACKSIDE OF THIS FORM***
COR/US EMBASSY PERSONNE	EL TO COMPLETE THIS SECTION
☐ CONCUR WITH CONTRACTOR'S CO	MMENTS ABOVE.
C DO MOT CONCUE / CHE COMMENTE	\
☐ DO NOT CONCUR. (SEE COMMENT) REMARKS:	S BELOW)
REPIARIO.	
COMPLETION DATE:	WORK COMPLETED TO DATE:
PROBABLE COMPLETION DATE	ACCORDING TO PROGRESS CHART%
COR'S SIGNATURE	DATE:
CONTRACTING OFFICER ********BACKSIDE OF THIS FORM	IF ADDITIONAL SPACE IS NEEDED******

	PRIME/SUB	WORKED
		

SHOP DRAWING/MATERIAL APPROVAL REQUEST									
		FILLED IN BY TYPEWRITER OR PEN INK		JECT NO: _					
FROM: CONTRA	ACTOR								
	ACT NUMBER		DATE						
		SUBMISSION NUMBER							
M	ORE FORMS REQUIRED	TYPE OF SUBMITTAL							
	□ NO □ YES	NEW RESUBMITTAL OF #	GOV	ERNMENT	USE ONLY	•			
ITEM NO	SPECIFICATION SECTION AND PARAGRAPH NO	DESCRIPTION OF MATERIAL	AP PROVED	AP PROVED AS NOTED	DISAP PROVED	INT			
CONTRA		ERIALS COMPLY WITH BUY AMERCIAN	ACT (FAR 5						
	NO OF COPIES TO	BY (NAME AND TITLE)		SIGNAT	URE				
(US	S Embassy)	GOVE ALTERIAL							
		<u>COMMENTS</u>							
		FOR GOVERNMENT USE ONLY							
		US EMBASSY							
	NTRACTING OFFICER								
		PPROVAL AS INDICATED AND SUBJECT T	O APPLICAI			E.			
TY	PED NAME AND GRADE	SIGNATURE		DATI	i				
		CONTENT OFFICER	_						
TO: CON	NTRACTOR	CONTRACTING OFFICER							
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2. REQ	UEST PROMPT RESUBMITTAL TYPED NAME	SIGNATURE		DATI	7				
	TIPED NAME SIGNATURE DATE								

CONTRACTOR SUBMITTAL REVIEW PROCEDURES

The Contractor shall submit to the Contracting Officer for approval THREE (3) copies of all shop drawings as called for under the various headings of the contract specifications. These drawings shall be complete and detailed. If approval by the Contracting Officer, each copy of the drawings will be identified as having received such approval by being stamped and dated. The Contractor shall make any corrections required by the Contracting Officer. If the Contractor considers any corrections indicated on the drawings as constituting a change to the contract drawings or specifications, notice as required under the clause entitled "Changes" will be given to the Contracting Officer. Two (2) sets of all shop drawings will be retained by the Contracting Officer and one (1) sets will be returned to the Contractor.

The approval of the drawings by the Contracting Officer shall not be construed as a complete check, but will indicated only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility for any error which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

Deliver Submittals to:

Contracting Officer's Representative

LETTER OF BANK GUARANTY

	Place []	
	Date []	
Contracting Officer			
U.S. Embassy, [Post name]			
[Mailing Address]			
	Letter of	Guaranty No	
SUBJECT: Performance and Guaranty			

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [Amount equal to 40% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

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

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

period of Contract requirement.	in in effect until 3 months after completion of the guarant	t y
Depository Institution: [Name]		
Address:	Location:	
Representative(s):	State of Inc.:	
	Corporate Seal:	

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

Attachment 8

GENERAL SERVICES OFFI REQUEST FOR PROGRESS PA	
PROJECT: Contract No.	CONTRACTOR:
Name	(Name, Address)
APPLICATION DATE: APPLICATION NO	
TO: Contracting Officer, US EMBASSY	
NOTE: (Must obtain COR signature before processing)	PERIOD FROM: TO
I hereby certify, to the best of my knowledge and belief that: (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract:	Application is made for Payment, as shown below in connection with the Contract. The present status of the account for this Contract is as follows:
(2) Payments to subcontractors and suppliers have been made from previous payments received under the	ORIGINAL CONTRACT SUM \$
contract and timely payments will be made from the proceeds of the payment covered by this certifica-	NET CHANGE BY MODIFICATIONS\$
tion.	CONTRACT SUM TO DATE \$
(3) This request for progress payments does not include any amounts which the prime contractor	TOTAL COMPLETED-STORED TO DATE\$
intends to withhold or retain from a subcontractor or supplier in accordance with the terms and	RETAINAGE% \$
conditions of the subcontract.	TOTAL EARNED LESS RETAINAGE\$
SIGN (Title)	LESS PREVIOUS PAYMENTS \$
(Date)	CURRENT PAYMENT DUE
CONTRACTING OFFICER: Representative's certification of receipt of services at project site. Changes to requested amount have been initiated.	ACCOUNTING DATA
Sign and Date	
Print phone number and mailing address of person to be notified in event the Contracting Officer finds this application to be defective.	BY: DATE:
(Address)	
(Phone)	Approved for Payment of \$

	CONTINUATION SHEET CONTRACT No. APPLICTION NO.									
TOR K	Land Land Leading Control]	WORK COI		(1) *	TOTAL COMPLETED	BALANCE			
ITEM	DESCRIPTION OF WORK	SCHEDULED	PREVIOUS	THIS	STORED	AND STORED TO	TO FINISH	RETAINAGE		
NO.		VALUE	APPLICATIONS	APPLICATION	MATERIALS	DATE				
A.	В.	C.	D.	E.	F.	G(D+E+F) %	H(C-G)	I.		
						3 (2 : 2 : 2)				

(1)* STORED MATERIALS - Unincorporated material delivered to the job site. Request for payment for uninstalled material delivered to the job site must be accompanied by paid invoices.