

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number S-EC300-14-Q-0011, Prices, Block 23
- Continuation To SF-1449, RFQ Number S-EC300-14-Q-0011, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 1

STATEMENT OF WORK PAINTING SERVICES OF GOVERNMENT OWNED RESIDENCE X-139 URBANIZACION LAGUNA CLUB, CONDOMINIO "EL CATALAN" 2ND FLOOR, APT # 3

1. PRICES AND PERIOD OF PERFORMANCE

The contractor shall perform complete painting services for a residence owned by the U.S. Consulate General located at Urbanización "Laguna Club", Condominio "El Catalan", second floor, Apt. # 3, via a la Costa, Guayaquil. The price listed below shall include labor, materials, transportation and any additional fee included on this service. The Government will pay the Contractor the fixed price for standard services that have been satisfactorily performed.

1.1 VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. The amount of VAT to be charged is 12%. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. Full VAT amount is charged on all aspects of the contract.

1.2 BASE PERIOD

A. Standard Services. The firm fixed price for the period of the contract is:

DESCRIPTION INTERIOR PAINT	IN METERS		CONVERTED TO FT		SQ.FT. GROSS	SQ.MT. GROSS (m²)	UNIT	IN USD	
	(L)	(H)	LENGTH	HEIGHT				UNIT PRICE	TOTAL PRICE
LIVING ROOM	4.4	2.3	14.52	7.59	110.21	10.12	sq.m.		
wall # 2	6	3	19.80	9.90	196.02	18.00	sq.m.		
wall #3	6	3	19.80	9.90	196.02	18.00	sq.m.		
	subtotal (+)				502.25	46.12	sq.m.		
minus windows #4	0.8	2	2.64	6.60	17.42	-1.60	sq.m.		
minus door #1	0.8	2	2.64	6.60	17.42	-1.60	sq.m.		
minus door #2	0.8	2	2.64	6.60	17.42	-1.60	sq.m.		
	subtotal (-)				52.27	-4.80	sq.m.		
	TOTAL AREA FOR LIVING ROOM				449.97	41.32	sq.m.		

MASTER BEDROOM	3	0.4	9.90	1.32	13.07	1.20	sq.m.		
	subtotal (+)				13.07	1.20	sq.m.		
	TOTAL AREA FOR MASTER BEDROOM				13.07	1.20	sq.m.		

	UNIT / SQUARE METERS	IN US DOLLARS
TOTAL AREA FOR LIVING ROOM	41.32	
TOTAL AREA FOR MASTER BEDROOM	1.20	
TOTAL PAINT	42.52	
	VAT	
	TOTAL	

2. EXISTING CONDITIONS ON SITE

House located in Condominio “El Catalan”, Urbanización Laguna Club, second Floor, Apt # 3, via a la Costa, Guayaquil, belongs to Housing Pool as owned residence.

House needs interior painting, as part of Make Ready task, after departure of ICASS officer, and future occupancy of MRV officer, arriving to Post in July 2014.

3. SCOPE OF WORK

- Competing vendors must measure the complete area where paint will be performed.
- Remove stickers on walls. Scrape old paint, sand, fill, correct humidity spots, seal humidity sources, prime and smooth surface with a latex base primer. Paint for interior walls must be high quality semi –gloss paint (containing no lead or mercury), anti-fungus, water based, off-white color. Paint for exterior walls must be high quality latex base paint (containing no lead or mercury), anti-fungus, in similar matte colors as residence is currently painted.
- Contractor will be in charge of transportation of materials and labor force to and from the working spaces, painting of all premises, cleaning areas in premises where work was performed, removal of all materials, left overs and garbage from premises.
- Vendor will also be responsible of any damage of premises resulting of this job, and restoration of the damages will be expected to occur within the **5 (five) calendar days** of the period given to complete the job.
- The Contractor shall provide samples, color catalogues and others, for approval at the Contractor's expense together with the quote, to U.S. Consulate’s offices. The Contractor shall provide samples of the color on sample of the type of material to be painted before actual paint date is scheduled.
- Once job is finished, contractor will inform the U.S. Consulate to inspect and approve the work performed.

4. SAFETY – ACCIDENT PREVENTION

A. General. The Contractor shall provide and maintain work environments and procedures that will:

- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
- (2) avoid interruptions of Government operations and delays in project completion dates; and
- (3) control costs in the performance of this contract.

For these purposes, the Contractor shall:

- (a) Provide appropriate safety barricades, signs and signal lights;
- (b) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- (c) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.

B. Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:

- (1) death,
- (2) traumatic injury,
- (3) occupational disease, or
- (4) damage to or theft or loss of property, materials, supplies, or equipment.

The Contractor shall report this data as directed by the Contracting Officer.

C. Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

D. Written Program. Before starting the work, the Contractor shall:

- (1) Submit a written proposal for implementing this clause; and
- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding of the overall safety program.

E. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. The Contractor shall immediately take corrective action after receiving the notice. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule for any suspension of work issued under this clause.

5. CONSTRUCTION PERSONNEL

A. Removal of Personnel

The Contractor shall:

- (1) maintain discipline at the site and at all times;
- (2) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (3) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require in writing that the Contractor remove from the work any employee that the Contracting Officer determines:

- (1) incompetent,
- (2) careless,
- (3) insubordinate or
- (4) otherwise objectionable, or
- (5) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

B. Construction Personnel Security

After award of the contract, 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 5 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site. These passes must be displayed visibly by all Contractor personnel working on site. The Contractor shall inform its employees to be used under this contract that they may be subject to search by the Government when entering or leaving work. The Contractor shall return all passes upon conclusion of the contract.

6. MATERIALS AND EQUIPMENT

A. General. The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. No materials will be furnished by the Government.

B. Selection and Approval of Materials

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

2. Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

- (a) the names of the manufacturer;
- (b) model number;
- (c) source of procurement of each such product, material or equipment; and
- (d) other pertinent information concerning the:
 - (i) nature,
 - (ii) appearance,
 - (iii) dimensions,
 - (iv) performance,
 - (v) capacity, and
 - (vi) rating,

unless otherwise required by the Contracting Officer.

3. The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

C. Custody of Materials

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

7. SCHEDULE

The objective of scheduled routine-services is to assure continuous, safe, and satisfactory operation of the warehouse. The Contractor shall submit to the COR a schedule and description of all tasks which the Contractor plans to provide.

8. DESIGN REQUIREMENTS

Color catalogues will be sent to U.S. Consulate General before this work is awarded. The U.S. Consulate may or may not ask for changes or corrections in submitted offer before contract is awarded. In case a new offer is requested, it should be submitted within two working days after the corrections are asked.

9. SITE VISIT AND QUOTATION SUBMITTAL

A site visit will be held on Monday, June 30, 2014 at 10h00 at Urbanización Laguna Club, Condominio “El Catalan”, second floor, Apt # 3, via a la Costa, Guayaquil. Prospective offerors/quoters should contact Rodrigo Abad at 0990-761-797 or Edie Alcivar at 0999-426-507 or (04) 371-7002 or by e-mail at GuayaquilContracting@state.gov for additional information.

Quotes indicating price, materials, with measures and material samples/catalogues must be received ten (10) calendar days after the site visit; this means, offers should be submitted not later than Wednesday, July 9, 2014 at 12h00. Quotes presented after this period will not be considered in the competition. Questions may be sent by e-mail to GuayaquilContracting@state.gov during the first two days after the site visit. Answers will be submitted in writing only to vendors who were present in the site visit.

10. HOURS OF PERFORMANCE

The chosen vendor will transport all materials and personnel by its own means, to house located at Urbanización Laguna Club, Condominio “El Catalan”, second floor, Apt. # 3, via a la Costa, Guayaquil.

Available times for painting are working days, from 09h00 to 12h00 and 13h00 to 16h30, prior coordinating with Consulate for entry permission.

11. DELIVERABLES

The Contractor shall delivery the following items under this contract:

Description	Quantity	Delivery Date	Deliver to
Insurance	1	5 days after Award	Contracting Officer
Safety Plan	1	5 days after Award	COR
List of Personnel with ID#	1	5 days after Award	COR

Construction Schedule	1	identified in each task order	COR
Payment Request/Invoice	1	completion of each task order	COR

12. GOVERNMENT ACCEPTANCE AND QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

The Consulate requires at least 12 months warranty after date of installation.

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all painting services set forth in the performance work statement (PWS).	1 thru 8	All required services are performed and no more than one (1) customer complaint is received.
<u>Management.</u> Services performed are routinely checked and measured for quality.	4	Daily random inspections are performed with no more than one (1) unsatisfactory rating per inspection.

12.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

12.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint and/or no more than one (1) unsatisfactory rating. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

12.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint and/or unsatisfactory rating.

(c) If the COR determines the complaint and/or unsatisfactory rating is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint and/or unsatisfactory rating is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints and/or unsatisfactory rating.

(f) If the Contractor disagrees with the complaint and/or unsatisfactory rating after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint and/or unsatisfactory rating.

(g) The COR will consider complaints and/or unsatisfactory rating as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints and/or unsatisfactory rating are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

13. INVOICES AND PAYMENT

Individual invoices shall be submitted for each order, accompanied by the task order. Invoices shall be submitted in the original with one (1) copy to the Contracting Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

Embajada Americana
RUC # 1791845986001
[please insert final purchase order/contract number]
Calle Santa Ana y Av. José Rodríguez Bonín
Sector San Eduardo
Teléfono: 371-7000
Guayaquil, Ecuador

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

14. CONTRACTING OFFICER REPRESENTATIVE (COR) - 652.242-70 (AUG 1999)

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

(b) The COR for this contract is the Facilities Engineer or the Maintenance Supervisor in his absence.

15. FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

This job will be awarded after competition between interested vendors, and the lowest priced, technically acceptable offer will be selected.

Quote should include past performance references with names, phones of contracting person, pictures of installed work or any other information that could demonstrate quality of the services requested.

Samples of all materials to be used in the job should be submitted with the quote to U.S. Consulate's offices.

Offerors should specify amount of interior square meters to be painted, in the quote.

The chosen vendor, once given the notice to proceed, will need to complete the entire SOW within five (5) calendar days. If the work is not completed during this period according to the Consulate's requirements, US Consulate may apply clauses stated in 52.212-4 –Contract Terms and Conditions – Commercial Items (Feb 2012), terminate the contract or apply a discount in the price of the work performed.

**CONTINUATION TO STATEMENT OF WORK,
PAINTING OF RESIDENCE X-139 AT “URB. LAGUNA CLUB”
SCHEDULE OF SUPPLIES/SERVICES
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

1. APPLICABLE PAINTING STANDARDS/PAINT SPECIFICATIONS

Painting and preparatory work shall follow best local standards. Paint used shall be Pinturas Unidas, Pintuco or similar, water based, containing no lead or mercury, off-white color, matte finish.

2. PREPARATION/PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The Contractor shall move, protect and return such property to its original position upon completion of work in that area.

The Contractor shall first remove or protect furnishings (such as furniture and rugs) by appropriate covering. The Contractor shall protect floors from soiling and paint spills. Wooden floors shall not be washed under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable protective cover. The Contractor shall also equip ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint, or in any way soils the floors, the Contractor shall clean up using a specialist floor finishing company at the Contractor's expense. After completion of the painting work, the Contractor shall return all furnishings to their original position, and clean the work area free of litter and debris.

3. UTILITIES

The Government cannot ensure that utilities will be available at all properties at all times. The Contractor shall have an alternate source of power (generator) available if needed to ensure that paint will be applied following the manufacturer's specifications. The Contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature. The Contractor shall have its own source of water available for clean up if water has been turned off in the property for winterization of the plumbing system.

4. EQUIPMENT

The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. The Government will not furnish any materials. The Contractor shall also provide all necessary Personal Protective Equipment –PPE- for his employees, including without

limitation, safety glasses, gloves, dust mask, respirator, overalls, hard hats and other PPE required to perform this task in a safe manner to all personnel present where the job is performed. Flow of fresh air for workers will also be guaranteed by the Contractor.

5. TECHNICAL SPECIFICATIONS FOR PAINTING WORK

1. Interior and Exterior Painting

Paint surfaces as directed by the task order. Match paint to similar adjacent materials or surfaces.

(a) Paint: This category includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

(b) Product Data: The Contractor shall submit manufacturer's technical information, Material Safety Data sheet of all products to be used, label analysis, and application instructions to the COR for each paint material proposed for use, prior to starting work. The Contractor shall list each material and cross-reference specific coating and finish system and application as an attachment to the above submittal. The Contractor shall identify each material by the manufacturer's catalog number and general classification. Paint for interior walls must be non-lead, anti-fungus, water based, matte finish, off-white color. Paint for exterior walls must be latex paint, anti-fungus, in similar colors as residence is currently painted.

(c) Single Source Responsibility: The Contractor shall provide primers and undercoat paint produced by the same manufacturer as the finish coats.

(d) Material Quality: The Contractor shall provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification are not acceptable.

(e) Material Delivery: The Contractor shall deliver materials to the job site in manufacturer's original, unopened packages and the containers shall bear the manufacturer's name and label with trade name and manufacturer's instructions.

(f) Material Storage: The Contractor shall store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). The Contractor shall protect materials from freezing and keep storage area neat and orderly. Contractor shall remove oily rags and waste daily.

(g) Project Conditions: The Contractor shall not apply paint when the relative humidity exceeds 85 percent, or at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. The Contractor shall apply paint only in temperatures that comply with the manufacturer's specifications.

(h) Preliminary Examination: The Contractor shall examine substrates and conditions under which painting will be performed for compliance with requirements and shall not begin application until unsatisfactory conditions have been corrected.

(i) Preparation:

(i) The Contractor shall remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping, prior to surface preparation and painting. (Taping includes windows, door jams, etc.)

(ii) The Contractor shall clean and prepare surfaces to be painted following the manufacturer's instructions before applying paint or surface treatments. This preparation includes removal of oil, dust, dirt, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, the Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as peeling, chipping, etc. All surfaces must be clean and dry. The Contractor shall schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.

(iii) The Contractor shall notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Electrical covers will be removed by the Contractor and saved until the end of the job. The Contractor will re install the electrical covers. If the Contractor- before paint job starts- finds a broken cover, he should inform of it by writing to the Consulate, otherwise, the Contractor will be responsible to replace all missing electrical covers with new covers after painting.

(j) Materials Preparation: The Contractor shall mix and prepare paint following the manufacturer's directions.

(k) Application: The Contractor shall apply paint following the manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

(i) Unless otherwise specified, the Contractor shall use a high quality semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, door frames, and window frames. The Contractor shall use a flat or satin flat latex base paint (containing no lead or mercury) in the remainder of the unit. The color shall be consistent with the balance of the room, which will normally be an off-white. The Contractor shall provide samples of the color on sample of the type of material to be painted before actual paint date is scheduled.

(ii) On exterior surfaces, the Contractor shall apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior of the property, or a color as otherwise specified by the COR. Prior to painting, the Contractor shall scrape, sand, fill, and prime the surface with a latex base primer. The Contractor should plan on extensive preparatory work prior to painting. The Contractor shall not apply exterior paint in snow, rain, fog or mist, or when the relative humidity exceeds 85 percent; or to damp or wet surfaces.

(iii) The Contractor shall provide finish coats that are compatible with primers used.

(iv) The number of coats and film thickness required is the same regardless of application method. The Contractor shall not apply succeeding coats until previous coat has cured. The Contractor shall sand between applications where required to produce a smooth, even surface.

(v) The Contractor shall apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.

(l) Scheduling Painting: The Contractor shall apply the first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried.

(m) Minimum Coating Thickness: The Contractor shall apply materials at the manufacturer's recommended spreading rate. The Contractor shall provide a total dry film thickness of the system as recommended by the manufacturer.

(n) Prime Coats: Before application of finish coats, the Contractor shall apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and which has not been prime coated.

(o) Brush Application: The Contractor shall brush-out and work brush coats into surfaces in an even film. The Contractor shall eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface imperfections. The Contractor shall draw neat glass lines and color breaks.

The Contractor shall apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.

(p) Mechanical Applications: The Contractor shall use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

Wherever spray application is used, the Contractor shall apply each coat to provide the equivalent hiding of brush-applied coats. The Contractor shall not double-back with spray

equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer.

(q) Upon completion of painting, the Contractor shall clean the glass and paint-spattered surfaces. The Contractor shall remove spattered paint by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces.

(r) The Contractor shall remove temporary protective wrappings after completion of painting operations.

SECTION 2 – CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013) is incorporated by reference. (See SF-1449, block 27a).

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.232-34, PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (31 U.S.C. 3332).

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - (a) Name of a Project Manager (or other liaison to the Consulate) who understands written and spoken English;
 - (b) Quote should include past performance references with names, phones of contracting person, pictures of related work or any other information that could demonstrate quality of the services requested.
 - (c) Samples of all materials to be used in the job should be submitted with the quote to U.S. Consulate's offices.
 - (d) Offerors should specify amount of interior square meters to be painted, in the quote.

The chosen vendor, once given notice to proceed, will need to complete services required within five (5) calendar days. If the work is not completed during this period according to the Consulate's requirements, US Consulate may apply clauses stated in 52.212-4 –Contract Terms and Conditions – Commercial Items (Feb 2012), terminate the contract or apply a discount in the price of the work performed.

This job will be awarded after competition between interested vendors, and the lowest priced, technically acceptable offer will be selected.