

United States Embassy Tegucigalpa
August 14, 2015

To: Prospective Quoters

Subject: Request for Quotations number SHO80015Q0019

Enclosed is a Request for Quotations (RFQ) for the supply and installation of air conditioner units. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit to the American Embassy, Porton 3, Col. San Carlos, Tegucigalpa in a sealed envelope to the attention of Mr. Scott Krushinski before the deadline.

A site visit will be held on **August 20, 2015 at 08:30 am** at the US Embassy. Interested vendors must submit the name and ID of their representative to the conference no later than 1:00 pm on Wednesday, August 19 to the following e-mail contracttgu@state.gov

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 purchase order 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.

Please read the RFQ carefully, and if you are interested, submit an offer in a sealed envelope marked ***RFQ SHO80015Q0019 Supply and Installation of HVAC units*** to Scott Krushinski, Contracting Officer by **August 28, 2015 10:00 am**. No proposal will be accepted after the specified dates/time and oral quotations will not be accepted. Please mark envelopes with the Solicitation number and leave them with guard at "Porton 3"

Sincerely,



Scott Krushinski
Contracting Officer

Enclosure

**REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)**

THIS RFQ _ IS IS NOT A SMALL BUSINESS SET-ASIDE

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1. REQUEST NO. SHO80015Q0019		2. DATE ISSUED 08/14/2015		3. REQUISITION/PURCHASE REQUEST NO. PR4409604		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA,						6. DELIVER BY (Date)			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY			
NAME Fatyma Lorenzana			TELEPHONE NUMBER 2236-9320 ext. 4398			_ FOB DESTINATION		_ OTHER (See Schedule)	
8. TO:						9. DESTINATION			
a. NAME			b. COMPANY			a. NAME OF CONSIGNEE AMERICAN EMBASSY TEGUCIGALPA			
c. STREET ADDRESS						b. STREET ADDRESS FINAL AVE LOS PROCERES, ATTN: LOCAL EMBASSY WAREHOUSE			
d. CITY						c. CITY TEGUCIGALPA			
d. CITY		e. STATE		f. ZIP CODE		d. STATE		e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 08/28/2015 by 10:00 am						IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE LINE ITEMS					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE

NOTE: Additional provisions and representations [] are [] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
STREET ADDRESS					AREA CODE	
c. COUNTY			c. TITLE (Type or print)		NUMBER	
d. CITY	e. STATE	f. ZIP CODE				

SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-18
RFQ NUMBER SHO80015Q0019
PRICES, BLOCKs 11(c-e)

I. Scope of Services

- A. The Contractor shall deliver Air Conditioner Units to the U.S. Embassy Tegucigalpa.
- B. This is a firm-fixed price type of purchase order.
- C. The price listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items to the American Embassy Warehouse located in Ave. Los Proceres, in front of Panaderia Bambino.
- D. All prices are in Lempiras.

II. Pricing

<u>Line Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit of Measure</u>	<u>Unit Price Lps.</u>	<u>Total Price Lps.</u>
01	Mini Split Air Conditioners for OBC and OBX, 18,000 BTU, Wall mounted SEER 16 Refrigerant: R410 US Brand	4	Each	Lps.	Lps.
02	Mini Split Air Conditioners for OBC and OBX, 24,000 BTU, Wall mounted SEER 16 Refrigerant: R410 US Brand	6	Each		
03	Air Handling Unit AC for OBX, 60,000 BTU, SEER 16, refrigerant R410A US Brand	1	Each		
04	Package unit for OBC, 36,000 BTUs, SEER 16, Refrigerant R410A US Brand	1	Each		
05	Air Handling Unit AC for OBC,	1	Each		

	36,000 BTUs SEER 16 R-410A US Brand				
06	Electrical and mechanical dismount of existing HVAC units at OBC and OBX	12	Each		
07	Consumable materials for installation of new HVAC units at OBC and OBX: metallic structures, drain pumps, electrical wires, cooper tubing, insulating material, drain pipes, dry filters, flexible protectors, paint and other accessories	1	Lot		
08	Labor for mechanical and electrical installation of new HVAC units at OBC and OBX	13	Each		
09	Mini split ACs for CMR Wall mounted, 36,000 BTUs SEER 18, Inverter Refrigerant R410A US Brand	3	Each		
10	Consumable materials for the installation of the new HVAC units for the CMR: metallic structures, electrical wires, cooper pipe, thermal sealant, drain pipes, filters, driers, cement, paint and other accessories	1	Lot		
11	Labor for the installation of the new HVAC unit at the CMR.	3	Each		
12	Labor to dismount the existing HVAC units at the CMR	3	Each		
	TOTAL				Lps.

CONTINUATION TO SF-18
RFQ NUMBER SHO80015Q0019
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 11(b)
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. INTRODUCTION

1.1.1 The US Embassy in Tegucigalpa requires the services of a qualified contractor for the replacement of fifteen (15) existing Heating, Ventilation and Air Conditioning (HVAC) units which includes but is not limited to supply, install, setup and testing for such equipment located in the Embassy compound. The existing HVAC units to be replaced and their locations are the following:

No.	Location		Type	Current Capacity
1	C.A.C	OBC	Mini-split wall mounted Unit	18,000 BTU
2	Frame Room #1	OBC	Mini-split wall mounted Unit	18,000 BTU
3	Frame Room #2	OBC	Mini-split wall mounted Unit	18,000 BTU
4	IPS/Storage Room	OBC	Mini-split wall mounted Unit	18,000 BTU
5	RSO Storage	OBC	Mini-split wall mounted Unit	12,000 BTU
6	TDY's Office	OBC	Mini-split wall mounted Unit	12,000 BTU
7	JTF-BLNO	OBC	Package wall mounted Unit	36,000 BTU
8	Safeheaven	OBC	Mini-split wall mounted Unit	12,000 BTU
9	PAS Conference Room	OBX	Mini-split roof mounted Unit	60,000 BTU
10	Cons. Window 17-18-19	OBX	Air handling Unit	18,000 BTU
11	Ventanilla Ave. La paz	OBX	Split floor type Unit	18,000 BTU
12	Gymnasium	OBC	Air handling unit	36,000 BTU
13	Guest's room#1	Col. Viera	Mini-split wall mounted unit	36,000 BTU
14	Guest's room #2	Col. Viera	Mini-split wall mounted unit	36,000 BTU
15	Guest's room #3	Col. Viera	Mini-split wall mounted unit	36,000 BTU

II. OBJECTIVES

2.1.1 The purpose of this scope of work is to fully describe the requirements for the Replacement of HVAC Units in the Embassy compound located at Ave. La Paz and the CMR located at Col. Viera, Tegucigalpa, Honduras.

III. GENERAL REQUIREMENTS

3.1 The assigned Contracting Officer and Contracting Officer's Representative are the sole Points of Contact (POC) for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The contractor shall take no

direction verbal or otherwise from Embassy personnel other than the Contracting Officer or Contract Officer's Representative.

3.2 The Contractor shall provide equipment, materials, tools, personnel, personal protective equipment and supervision required to complete the technical requirements in this Statement of Work. The Contractor shall be responsible for hiring labor, vendors and shall follow security and safety directives as explained by the Embassy.

3.3 The Contractor shall be aware that they will have limited access to the Embassy, even if escorted by Embassy personnel, and will not be admitted into any area outside of those designated to execute the project, unless indicated by the Authorized Embassy Contractor Officer Representative (COR).

3.4 The Contractor must provide a list with all their required employees to execute this project (Complete Names and ID Numbers) to properly request Security Access to the Residence once approved by the Regional Security Office (RSO). The Contractor must provide and request access if any special equipment or materials must enter the Residence to deliver this Project.

3.5 All the work required to execute this project must be completed as professionally, expeditiously and efficiently as possible. The Residence may be occupied by Embassy and other Contracted Employees; therefore, minimum disturbance of other operations will be expected and permitted during the execution of this project.

3.6 All **damages inflicted** on the existing surrounding structures and property resulting from the performance of this work, must be attended and restored to its original condition at the **contractor's expense**.

3.7 This statement of work and applicable deliverables and documents as developed by the contractor and accepted by the Contracting Officer shall serve as the basis for describing and delineating the scope of the required services and work limits for service contract to be furnished and executed by the contractor.

3.8 The contractor shall ensure that all equipment and systems recommended for and maintained or installed by the contractor are done so with the highest quality and cost effective materials, finishes, fixtures, equipment and system that provide for sustained operational reliability, dependability and durability.

3.9 After review of the US Government Statement of Work and provided technical data by the contractor, any discrepancies, errors, conflicts, etc. that are discovered by the contractor, the contractor shall forward those items to the CO via written correspondence. Submittal of this written correspondence shall be completed, within 3 days upon receipt of the US Government Statement of Work.

IV. SCOPE OF SERVICES

4.1 The Contractor is required to execute the following activities and **every other task required to successfully complete the services** described in this scope of work at the Embassy compound:

- a) Dismount of twelve (12) existing HVAC units which includes the following: disassembly every HVAC unit included in the list above. Such operation must include pipes and electrical system or any other item that is part of the existing unit. This includes masonry labor or sheetrock work to seal holes where the old units were if necessary; repairing and repainting the interior and the exterior surfaces; any other action required to **obtain a finishing as the current one** as in the inside of the building as in the outside too.
- b) Supply and install of a metal structure for the condenser unit and a concrete basement where required in order to provide a good support to the condensers; note that not every unit will need this support, the specifics locations and quantities will be provided by the COR.
- c) Supply of thirteen (13) new HVAC units and all the equipment and/or material necessary for its installation and smooth operation (pipes, electrical material, visor for refrigerant, drainage pump when required, copper pipes, armaflox isolation, drainage pipe, etc.). The specifications for the new HVAC units are the following:

No.	Location		New Type	Current Capacity	New Capacity	Refrigerant	Efficiency
1	C.A.C	OBC	Mini-split Unit	18,000 BTU	18,000 BTU	R410-A	16 SEER or higher
2	Frame Room #1	OBC	Mini-split Unit	18,000 BTU	24,000 BTU	R410-A	16 SEER or higher
3	Frame Room #2	OBC	Mini-split Unit	18,000 BTU	24,000 BTU	R410-A	16 SEER or higher
4	IPC/Storage Room	OBC	Mini-split Unit	18,000 BTU	24,000 BTU	R410-A	16 SEER or higher
5	RSO Sotrage	OBC	Mini-split Unit	12,000 BTU	18,000 BTU	R410-A	16 SEER or higher
6	TDY's Office	OBC	Mini-split Unit	12,000 BTU	24,000 BTU	R410-A	16 SEER or higher
7	JTF-BLNO	OBC	Package Unit	36,000 BTU	36,000 BTU	R410-A	13 SEER or higher
8	Safeheaven	OBC	Mini-split Unit	12,000 BTU	24,000 BTU	R410-A	16 SEER or higher
9	PAS Conf. Room	OBX	Air handling Unit	60,000 BTU	60,000 BTU	R410-A	16 SEER or higher
10	Cons. Window 17	OBX	Mini-split Unit	18,000 BTU	18,000 BTU	R410-A	16 SEER or higher
11	Cons. Window 18 -19	OBX	Mini-split Unit		24,000 BTU	R410-A	16 SEER or higher
12	Vent. Ave. La paz	OBX	Mini-split Unit	18,000 BTU	18,000 BTU	R410-A	16 SEER or higher
13	Gymnasium	OBC	Air Handling unit	36,000 BTU	36,000 BTU	R410-A	16 SEER or higher

- The units with vertical discharge condensers are preferred instead of horizontal discharge, but if not available, horizontal discharge condensers will be accepted.
- Every part or component of the equipment has to be new and original **US Brand**, no recycled or re-assembly parts from other manufacturers will be accepted, unless under authorization of the US manufacturer.

Note that the existing unit located in windows 17,18 and 19 in Consular area will be replaced for two (2) new units as indicated in the list above.

- d) Installation of thirteen (13) new HVAC units including masonry, plumbing or any other work required to successfully complete the installation in every location as indicated in the list above. In some cases the holes where the old units were, could be used for the new installation.

4.2 The Contractor is required to execute the following activities and **every other task required to successfully complete the services** described in this scope of work at the CMR located in Col. Viera:

- a) Dismount of three (3) existing HVAC units which includes the following:
- **At guest's room #1:** dismount of one HVAC unit including pipes and electrical system or any other item that is part of the existing unit. This includes masonry labor or sheetrock work to seal holes where the old units were if necessary; repairing and repainting the interior wall to obtain a uniform color exactly as the current color of the wall; any other action required to **obtain a finishing as the current one** as in the inside of the building as in the outside too.
 - **At guest's room #2:** dismount of one HVAC unit including pipes and electrical system or any other item that is part of the existing unit. This includes masonry labor or sheetrock work to seal holes where the old units were if necessary; repairing and repainting the interior wall to obtain a uniform color exactly as the current color of the wall; any other action required to **obtain a finishing as the current one** as in the inside of the building as in the outside too.

- **At guest's room #3:** dismount of one HVAC unit including pipes and electrical system or any other item that is part of the existing unit. This includes masonry labor or sheetrock work to seal holes where the old units were if necessary; repairing and repainting the interior wall to obtain a uniform color exactly as the current color of the wall; any other action required to **obtain a finishing as the current one** as in the inside of the building as in the outside too.
- b) Supply of three (3) new HVAC units and all the equipment and/or material necessary for its installation and smooth operation (pipes, electrical material, etc). The specifications of the new HVAC units are the following: **Wall mini Split, 36,000 BTU/Hr, US Brand, efficiency SEER 18, Inverter, refrigerant R410A.** Every part or component of the equipment has to be new and original US Brand, no recycled or re-assembly parts from other manufacturers will be accepted.
- c) Installation of three (3) new HVAC units including masonry, plumbing or any other work required to successfully complete the installation in every location as follows:
- **At guest's room #1:** installation of one HVAC unit with the above described specs. This unit will be placed exactly at the same place that the old one is located. Please follow all the directions given before about the finishing of the surfaces.
 - **At guest's room #2:** installation of one HVAC unit with the above described specs. This unit will be placed exactly at the same place that the old one is located. Please follow all the directions given before about the finishing of the surfaces.
 - **At guest's room #3:** installation of one HVAC unit with the above described specs. This unit will be placed exactly at the same place that the old one is located. Please follow all the directions given before about the finishing of the surfaces.

4.3 Delivery Location and Time

- a) The Contractor shall deliver all units to the American Embassy Warehouse.
The address is:

Final Ave. Los Proceres

Frente a Panaderia Bambino

Delivery shall be made between the hours of 08:30 to 11:30 am Monday through Friday.

b) The contractor will coordinate with the COR the delivery of the units to either the Embassy compound and Col. Viera for installation.

V. PERIOD OF PERFORMANCE

- 5.1 This project should begin no more than 5 days after notification of issuance of Purchase Order.
- 5.2 The period of performance and installation should be 45 working days.

VI. CONTRACTOR'S RESPONSABILITES

6.1 The Contractor shall be responsible for the professional quality, technical accuracy, and coordination at the site of work. The Construction service furnished under this contract will be based in part of the site survey/visit meeting conducted with the Facilities Management staff.

6.2 The Contractor shall identify a Project Manager who shall be responsible for the overall management of the project and shall represent the Contractor on site at all times. The Project Manager shall assist during any meetings involved with the project and shall prepare status reports of the project if requested by the Contractor Officer Representative.

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

6.4 The Contractor is responsible to comply with State Department security rules, local labor laws, regulations, customs and practices pertaining to labor, safety, security and similar matters. The Contractor shall promptly report all accidents resulting in lost time, property damage or injuries to the Contractor Officer Representative.

VII. CRITERIA

7.1 The Contractor work shall be in accordance with U.S. codes and standards. The COR will review and comment on the Contractor's submissions using the following codes and standards:

- a) American Society for Testing & Materials,
- b) 2003 International Building Code
- c) 2003 International Mechanical Code
- d) 2003 International Plumbing Code
- e) 2002 National Electrical Code
- f) ASHRAE Handbook

VIII. CONTRACTING OFFICER REPRESENTATIVE (COR)

8.1 All technical questions concerning the Scope of Work and requirements of the U.S. Embassy Tegucigalpa, Honduras service contract shall be directed to the COR: Boris Ponce, email: ponceba@state.gov

8.2 The Contracting Officer Representative (COR) will be the contractor's Point of Contact (POC) at the U.S. Embassy Tegucigalpa. All questions concerning coordination of services shall be directed to the COR.

8.3 The assigned Contracting Officer and Contracting Officer's Representative are the sole Point of Contacts (POC) for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The contractor shall take no direction verbal or otherwise from Embassy personnel other than the Contracting Officer or Contract Officer's Representative.

IX. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

9.1 The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the premises only accompanied with Embassy personnel serving as security escorts.

9.2 **Personnel security:** The US Embassy reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, and ID number for all Contractor personnel, but no more than 10 technicians.

9.3 **Vehicles:** Contractor vehicles will not be permitted inside the embassy compound without prior approval. If you need to have vehicle access please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1)

week prior to the visit. There is a maximum amount of Vehicles Entry requests per Contractor's Staff allowed, therefore the written justification must be provided with all necessary details to be considered for approval.

X. STANDARDS OF CONDUCT

10.1 **General:** The Contractor shall maintain satisfactory standards of employee competency conduct cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The US Embassy reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

XI. SAFETY HEALTH AND ENVIROMENTAL MANAGEMENT

11.1 The Service Contractor shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any property at the US Embassy Tegucigalpa, Honduras Compound and in particular all equipment used by the Service Contractor shall be used in such a manner and maintained so as to minimize the danger of accident, death, injury, loss or damage arising from the use of such equipment. In addition to relevant statutory requirements, standards and other provisions of this Contract, the Service Contractor shall have the following requirements:

- a) The Service Contractor's personnel shall be knowledgeable with and adhere to all relevant occupational health and safety regulations.
- b) Follow all NFPA guidelines against fire, production of smoke or the venting of any noxious substances
- c) Ensure that the Service Contractor's personnel comply with all safety procedures and requirements.
- d) Ensure that the Service Contractor's personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials and equipment relevant to the Services and provide reasonable proof of such to the US Embassy Tegucigalpa, Honduras on request.
- e) Ensure the Service Contractor's personnel are certified as having completed occupational health and safety training and have been issued all the necessary Personal Protection Equipment (PPE).

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference (See SF-1449, Block 27A).

“none”

THE FOLLOWING FAR CLAUSE IS PROVIDED IN FULL TEXT:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved].

 (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

- X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- __ (10)) [Reserved]
- __ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- __ (ii) Alternate I (Nov 2011) of 52.219-3.
- __ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (ii) Alternate I (Jan 2011) of 52.219-4.
- __ (13) [Reserved]
- __ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.
- __ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- __ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- __ (ii) Alternate I (Oct 2001) of 52.219-9.
- __ (iii) Alternate II (Oct 2001) of 52.219-9.
- __ (iv) Alternate III (Oct 2014) of 52.219-9.
- __ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- __ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- __ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- __ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- __ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- __ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- __ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- __ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- ___ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- __ (ii) Alternate I (May 2014) of 52.225-3.
- __ (iii) Alternate II (May 2014) of 52.225-3.
- __ (iv) Alternate III (May 2014) of 52.225-3.
- X (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- __ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- __ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- __ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- __ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- __ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- __ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- __ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION
(FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and once copy to the office identified below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

American Embassy
Financial Management Office
Ave. La Paz
Tegucigalpa, Honduras

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE
LEAVE (APR 2004)

All work shall be performed during Monday through Friday between 08:30 to 11:30 am except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) The Department of State observes the following days as holidays:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Day of the Americas
- Holy Thursday
- Good Friday
- Easter Saturday
- Honduran Labor Day
- Memorial Day
- Independence Day
- Labor Day
- Central American Independence Day
- Francisco Morazan's Birthday
- Discovery of America
- Columbus Day
- Honduran Armed Forces Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS
(APR 2014), is incorporated by reference

ADDENDUM TO 52.212-1

None

Instructions to Offeror. Each offer must consist of the following:

1. SF-18
2. The name, address and telephone number of the offeror.
3. A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. Include brand offered, product literature, brochures and pictures.
4. Terms of warranty.
5. Price and any discount terms.
6. Acknowledgement of solicitation amendments.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

This solicitation incorporates one or more solicitation 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. Also, the full text of a clause may be accessed electronically at:

[http://acquisition.gov/far/index.html/](http://acquisition.gov/far/index.html) or [http://farsite.hill.af.mil/search.htm.](http://farsite.hill.af.mil/search.htm)

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on **August 20, 2015 at 08:30** am at the US Embassy. Prospective offerors/quoters should contact Fatyma Lorenzana at contracttgu@state.gov for additional information or to arrange entry to the building.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the quantities in “Prices - Continuation of SF-18”, and arriving at a grand total.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.