PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

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ATTACHMENT #1
Standard Form 25, *Performance and Guaranty Bond*

PERFORMANCE BOND *(See instructions on reverse)*	DATE BOND EXECUTED *(Must be same or later than date of contract)*	OMB No.: **9000-0045** Expires: 11/30/2012

ublic reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL *(Legal name and business address)*	TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION
SURETY(IES) *(Name(s) and business address(es)*	PENAL SUM OF BOND MILLION(S) / THOUSANDS / HUNDRED(S) / CENTS CONTRACT DATE / CONTRACT NO.

OBLIGATION

We, the Principal and Surety (ies), are firmly bound to the Unites States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us. for all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS

The Principal has entered into the contract identified above.

THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contracts is subject to the Miller Act, (40 U.S.C 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) *(Typed)*	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) *(Typed)*	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S *(Typed)*	1.	2.		

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 25 (REV. 5-96)
Prescribed by GSA-FAR (48 CFR) 53.228 (b)

CORPORATE SURETY(IES) *(Continued)*

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1	2.		
	NAME(S) & TITLE(S) *(Typed)*	1	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1	2.		
	NAME(S) & TITLE(S) *(Typed)*	1	2.		

BOND PREMIUM ▶	RATE PER THOUSAND ($)	TOTAL ($)

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., and attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the department of the Treasury's list of approved sureties and must act within the limitation listen therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporation executing the bond shall affix their corporate seals. Individual shall execute the bond opposite the word " Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT #2
Standard Form 25A, *Payment Bond*

PAYMENT BOND *(See instructions on reverse)*	DATE BOND EXECUTED *(Must be same or later than date of contract)*	OMB No.: **9000-0045**

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL *(Legal name and business address)*	TYPE OF ORGANIZATION *("X" one)* ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION
SURETY(IES) *(Name(s) and business address(es)*	PENAL SUM OF BOND MILLION(S) / THOUSAND(S) / HUNDRED(S) / CENTS CONTRACT DATE / CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL

	1	2.	3.	
SIGNATURE(S)	(Seal)	(Seal)	(Seal)	Corporate Seal
NAME(S) & TITLE(S) *(Typed)*	1	2.	3.	

INDIVIDUAL SURETY(IES)

	1	2.
SIGNATURE(S)	(Seal)	(Seal)
NAME(S) *(Typed)*	1	2

CORPORATE SURETY(IES)

A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
SURL	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

CORPORATE SURETY(IES) *(Continued)*

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT #3
SAMPLE 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.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

_____

Depository Institution: ***[Name]***
Address:
Representative(s): _____ _____
_____ _____
_____ _____

Location: _____
State of Inc.: _____
Corporate Seal:

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

ATTACHMENT #4
UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/ DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVER HEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL (PhP)					

Allowance Items:

PROPOSAL PRICE TOTAL: PhP

Alternates (list separately do not total)

Offeror: ***Date***

ATTACHMENT #5
Drawings

Sheet No.	Drawing No.	Description
01 of 08	A-01	Floor Plan of Existing Swing Space, New CGFSC Space, and New Toilet Demolition Plan on New CGFSC Space, and of Male & Female Toilet
02 of 08	A-02	CGFSC Furniture Layout Longitudinal Section of New CGFSC Space, Female Toilet, and Male Toilet Cross Section of New CGFSC Space, and Male & Female Toilet
03 of 08	A-03	Longitudinal Section of New CGFSC Space Detail Section of Ceiling, Wall & Window, Wall Cladding, and Column Cladding Reflected Ceiling Plan
04 of 08	S-01	Schedule of Windows, and Doors Concrete Slab Floor Plan Detail Section of Concrete Curb Plan of Ceiling Support Channel Floor Carpet Layout
05 of 08	E-01	Reflected Lighting Ceiling Plan Power Layout, and Voice & Data Layout
06 of 08	E-02	Duck & Cover Speaker Layout Electrical Layout of New Toilet Mounting Light Detail Single Line Diagram, and Schedule of Loads Fire Alarm Detection System Layout
07 of 08	M-01	AC Reflected Ceiling Plan Mounting Detail of AC Unit Detail Section of Concrete Platform Mounting Concrete Platform
08 of 08	P-01	Sewer Line Layout, and Water Line Layout Isometric Layout of Sewer Line, and Water Line

ATTACHMENT #6
Specifications/Statement of Work

ATTACHMENT 6 - Specifications/Statement of Work

PROJECT : Convert P&S Appliance Warehouse to New CGFSC Office Space
SITE : U.S. Embassy Manila, Seafront Compound, Roxas Boulevard, Pasay City

S C O P E O F W O R K

C.1 GENERAL

C.1.1 The Contractor shall furnish all required personnel, tools of trade, equipment, materials, transportation, delivery services, and a competent English speaking Supervisor or Foreman or Field Superintendent who will stay at the job site every work day throughout the progress of the project in connection with the Conversion of the P&S Appliance Warehouse to New CGFSC Office Space, U.S. Embassy Manila, Seafront Compound, Roxas Boulevard, Pasay City in compliance with the set of drawings and technical provisions contained herein.

C.1.2 The work shall consist of but not be limited to:

1. Removal of affected interior partitions.
2. Construction of new partitions.
3. Installation of new exterior windows.
4. Installation of wall cladding on existing metal sidings and steel columns.
5. Removal of all affected electrical conduits, switches, outlets, including lighting fixtures.
6. Removal of existing toilet fixtures and affected plumbing lines.
7. Removal/chipping-off of affected toilet floor and wall tiles.
8. Removal of toilet cubicle partitions.
9. Installation of new floor and wall tiles.
10. Installation of new toilet cubicle partitions.
11. Installation of new suspended-framing ceiling.
12. Lay out new ceiling tiles, lighting fixtures, A/C ceiling diffusers.
13. Perform electrical works as required.
14. Paint new walls as necessary, repaint all existing and affected walls.
15. Installation of new carpet floor tiles.

C.2 SPECIFICATIONS AND DRAWINGS

1. The Contractor shall keep on the work site a copy of the Drawings and Scope of Work, and shall at all times give the Contracting Officer's Representative (COR) or his delegated representative access thereto.
2. The general character and scope of the work are illustrated by the drawings listed in the Scope of Work.
3. Anything mentioned in the Scope of Work and not shown on the Drawings, or shown on the Drawings and not mentioned in the Scope of Work, shall be of like effect as if shown or mentioned in both. In case of differences between the Drawings and the Scope of Work, **the Scope of Work shall govern**.
4. All dimensions and thicknesses of materials mentioned in this Scope of Work and shown on the Drawings are in accordance with American and Philippine standards; however, it is not the intention to require that materials will meet these dimensions exactly. Standard sizes and thicknesses as used in the highest type of work will be acceptable, provided that the sizes and dimensions of proposed materials will satisfy the required conditions.
5. In addition to other records required under the contract, the Contractor shall maintain the following:
   a. As-Built Drawings: The Contractor shall maintain at the job site two (2) sets of full size contract drawings showing any deviations which have been made from the contract drawings, including buried or concealed construction. Special attention shall be given to recording the horizontal and

vertical locations of all buried utilities that differ from the contract drawings. These drawings shall be available for review by the COR at all times.

b. Post-Project Submittals: After completion of the project and not later than twenty (20) calendar days from the date of acceptance, the Contractor is required to submit the following:
   - Drawings: The Contractor shall maintain and update the As-Built drawings of the project. Requests for partial payments may not be processed if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the COR. The required sets for submittal are as follows:
     - ✓ One (1) set of reproducible As-Built drawings on Mylar or Sepia prints.
     - ✓ Three (3) sets of Blueline prints.
     - ✓ CADD File DVD Disk. The CADD File shall be encoded in Autocad Rel. 2007 (or latest).
   - Documentations: The Contractor is required to submit Tabulated Listings of all Finish Materials, Machinery/Equipment installed for easy reference and for future maintenance purposes. All Machinery/Equipment shall include related Technical Information. These listings shall include, but not be limited to the following:
     - ✓ Toilet Fixtures and Accessories
     - ✓ Floor and Wall Tiles
     - ✓ Paint Colors, Paint Color Finish Schedule
     - ✓ Baseboard, Scuff Board, and Cornice Type
     - ✓ Door Closer, Door Stopper
     - ✓ Lighting Fixtures
     - ✓ Electrical Switches/Outlets
     - ✓ Exhaust Fans

C.3 TECHNICAL PROVISION

C.3.1 INSTALLATION OF GYPSUM BOARD WALL

1. Installation Standards: ASTM C 754 and ASTM C 840 requirements that apply to framing installation.
2. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
   a. Cut studs 13mm short of full height to provide perimeter relief.
   b. For fire-resistance-rated and STC-rated partitions that extend to the underside of floor/roof slabs and decks or other continuous solid-structure surfaces to obtain ratings, install framing around structural and other members extending below floor/roof slabs and decks, as needed to support gypsum board closures and to make partitions continuous from floor to underside of solid structure.
      1. Terminate partition framing at suspended ceilings where indicated.
   c. Install steel studs and furring 406mm o.c., unless otherwise indicated.
   d. Frame door openings to comply with GA-600, unless otherwise indicated. Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
      - Install two studs at each jamb, unless otherwise indicated.
      - Install cripple studs at head adjacent to each jamb stud with a minimum of 13mm clearance from jamb stud to allow for installation of control joint.
      - Extend jamb studs through suspended ceilings and attach to underside of floor or roof structure above.
   e. Frame window openings to comply with GA-600 (5-min. FE window), unless indicated otherwise. Set and screw vertical studs at anchor clips on window frames, size window frames shall be 2'-0"H x 5'-0"W. Install windows level, plumb, square, true to line, without distortion or impending thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction. **Materials for this Section (C.3.1.2.e) shall be supplied by the U.S. Government (USG).**
   f. Installation of Gypsum Board

- Gypsum Board Application and Finishing Standards: ASTM C 840 and GA-216.
- Install sound attenuation blankets before installing gypsum panels, unless blankets are readily installed, after panels have been installed on one side.
- Install gypsum panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1.5mm of open space between panels. Do not force into place.
- Attach gypsum panels to steel studs so leading edge or edge of each panel is attached to open (unsupported) edges of stud flanges first.
- Attach gypsum panels to framing provided at openings and cutouts.
- Cover both faces of steel stud partition framing with gypsum panels in concealed spaces (above ceiling, etc.), except in chases braced internally.

C.3.2 INSTALLATION OF SUSPENDED-FRAMING SYSTEM CEILING

1. Examine substrates, areas, and conditions, including structural framing and substrates to which acoustical tile ceiling attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical tile ceilings.
2. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders, and comply with layout shown on Reflected Ceiling Plan. Proceed with installation only after unsatisfactory conditions have been corrected.
3. Height of finished ceiling surface shall be **2.7432 Mts. (9'- 0")**. Attach wall angle using appropriate fasteners.
4. Install hangers every 48" along Main Runners, at a maximum of 24" from the walls. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental members and hangers in form of trapezes or equivalent devices.
5. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
6. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
7. Arrange directionally patterned acoustical tiles as indicated on the Reflected Ceiling Plan. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Fit adjoining tile to form flush, tight joints. Scribe and cut tile for accurate fit at borders and around penetrations through tile. Protect lighting fixtures and air ducts to comply with requirements indicated for the resistance-rated assembly.
8. Prior to start of this Section, the Contractor shall provide and/or install 10mm thick (3/8") Heat Absorbent Insulation Foam with Aluminum Foil on the bottom surface of the existing roofing panels. The Contractor shall also provide 25mm (1") wide G.I. straps for the support of the Insulation Foam.

C.3.3 CERAMIC TILE AND TOILET FIXTURES

1. Remove/Demolish all affected walls and doors as indicated on the Plan.
2. Remove affected toilet fixtures, including affected plumbing lines buried inside walls or under floor and inside pipe chase, remove cubicle partitions as necessary. Chip off existing ceramic floor and wall tiles.
3. On the wall adjacent to the NRCC Office as specified on sheet E/A-1, install new 16mm thick (5/8") Moisture Resistant Gypsum Board on 44mm x 75mm (1-3/4" x 3") Metal Studs. Provide Marine Sealant or approved equivalent on all edges and corners of the wall.
4. Do not start wall tile installation until all existing ceramic tiles has been chipped-off, and roughing-in for plumbing and electrical works have been installed and tested.
5. Do not begin floor tile installation until installation of wall tiles has been completed.
6. Install new 6mm x 300mm x 300mm (1/4" x 12" x 12") Ceramic Floor and Wall Tiles on both Male and Female Toilets.
7. Make joints parallel, plumb, level and in alignment. Make all joint gaps uniform in width and space to accommodate tile with a minimum of cutting. Minimum joint width shall be no less than 2mm (5/64"). Maintain standard mounting widths between units abutting sheets of mounted ceramic tile.

8. Prior to grouting, keep joints open and clean, and prevent filling with dirt.
9. After tile is grouted and completely dry, remove excess grout from the tiles, brush joints clean then apply grout sealer.
10. Acid-Clean wall and floor tiles as necessary. This shall be done not later than 14 days after completely setting all tiles.

C.3.4 TOILET ACCESSORIES

1. Submit sample for each type of accessory specified. Include description of materials, finish, fastening and anchoring devices, and appurtenances. Approved samples may be installed in the work provided each sample is labeled for identification and location recorded.
2. Surface of fastening devices exposed after installation shall have the same finish as the attached accessory. Install accessories at the location and height indicated in the drawings. Protect exposed surfaces of accessories with strippable plastic or by other means until the installation is accepted. Brackets, plates, anchoring devices and similar items use for mounting accessories in showers shall be bedded in a silicone sealant, as they are set to provide a watertight installation. After installation, clean exposed surfaces and restore damaged work to its original condition or replace with new work.
3. All surface-mounted accessories shall be mounted on concealed backplates, unless otherwise specified. Accessories without backplates shall have concealed fasteners. Unless indicated or specified otherwise, install accessories with sheet metal screws or other approved fasteners as required by the construction. Install backplates in the same manner, or provide with lugs or anchors set in mortar, as required by the construction.

C.3.5 PAINTING OF WALLS

1. Remove, mask, or otherwise protect prior to surface preparation and painting operations such items as hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with coated surfaces. Surfaces concealed by portable or movable objects, and/or by surface mounted articles readily detachable by removal of fasteners such as screws or bolts are included in this work.
2. Following completion of painting works, and all surfaces are completely dry, reinstall removed items utilizing workmen skilled in the trades involved for such removal and installation. Protect from contamination by coating materials all surfaces not to be coated. Restore all surfaces that are contaminated by painting materials to original condition.
3. Provide finished surfaces free from runs, drops, ridges, waves, laps, brush marks, and variations in colors. Avoid contamination of other surfaces and public and private property in the area. Repair all damages thereto. Allow sufficient time between coats to permit thorough drying and provide each coat in proper condition to receive the next coat.
4. Each coat shall cover the surface of the preceding coat or surface completely. There shall be an easily perceptible difference in shades of successive coats. Thoroughly work painting materials into all joints, crevices, and open spaces. Finished surfaces shall be smooth, even, and free of defects. Retouch damaged painting before applying succeeding coat.
5. Apply two (2) coats of interior Flat Latex paint.

C.3.6 ELECTRICAL WORKS

1. Electrical installations shall conform to requirements of NFPA 70 and to requirements specified herein.
2. Provide insulated conductors installed in conduit, except where specifically indicated or specified otherwise or required by NFPA 70 to be installed otherwise. Provide insulated, green equipment grounding conductor in feeder and branch circuits, including lighting circuits. Grounding conductor shall be separate from electrical system neutral conductor. Provide insulated, green conductor for grounding conductors installed in conduit or raceways. Minimum conduit size shall be 15mm in diameter for low voltage lighting and power circuits.
   2.1. Nonmetallic Conduit: Conduit shall not penetrate fire walls, fire partitions, or floors.
      a. Restrictions applicable to PVC Schedule 40 and PVC Schedule 80:
         - Do not use in feeder circuits.
         - Do not use in areas subject to severe physical damage including, but not limited to, mechanical equipment rooms, electrical equipment rooms, hospitals, power plants, missile magazines, and other such areas.

- Do not use in hazardous areas.
- Do not use in penetrating fire-rated walls or partitions, fire-rated floors, etc.

2.2. Underground Conduit Other Than Service Entrance: Convert nonmetallic conduit, other than PVC Schedule 40, to plastic-coated rigid, or IMC, steel conduit before rising through floor slab. Plastic coating shall extend minimum 6 inches above floor.

2.3. Conduit in Floor Slabs: Rigid steel, Steel IMC, or PVC type EPC-40.

3. Conduit Installation: Unless otherwise indicated, conceal conduit within finished walls, ceilings and floors. Keep conduit minimum of 150mm away from parallel runs of flues and steam or hot water pipes. Install conduit parallel with or at right angles to ceilings, walls, and structural members where located above accessible ceilings and where conduit will be visible after completion of project.

3.1. Conduit Through Floor Slabs: Where conduits rise through floor slabs, curved portion of bends shall not be visible above finish slab.

3.2. Conduit Support: Support conduit by pipe straps, wall brackets, hangers, or ceiling trapeze. Fasten by wood screws to wood; by toggle bolts on hollow masonry units; by concrete inserts or expansion bolts on concrete or brick; and by machine screws, welded or threaded studs, or spring-tension clamps on steel work. Threaded C-clamps may be used on rigid steel conduit only. Do not weld conduits or pipe straps to steel structures. Load applied to fasteners shall not exceed one-fourth proof test load. Fasteners attached to concrete ceiling shall be vibration-resistant or shock-resistant. Holes cut to depth of more than 1-1/2 inches in reinforced concrete beams or to depth of more than 3/4 inch in concrete joints shall not cut main reinforcing bars. Fill unused holes. In partitions of light steel construction, use sheet metal screws. In suspended-ceiling construction, run conduit above ceiling. Do not support conduit by ceiling support system. Spring-steel fasteners may be used for lighting branch circuit conduit supports in suspended ceilings in dry locations.

3.3. Directional Changes in Conduit Runs: Make changes in direction of runs with symmetrical bends or cast-metal fittings. Make field-made bends and offsets with hickey or conduit-bending machine. Do not install crushed or deformed conduits. Avoid trapped conduits. Prevent plaster, dirt, or trash from lodging in conduits, boxes, fittings, and equipment during construction. Free clogged conduits of obstructions.

3.4. Conduit Installed in Concrete Floor Slabs: Locate so as not to adversely affect structural strength of slabs. Install conduit within middle one-third of concrete slab. Space conduits horizontally minimum of three diameters, except at cabinet locations. Curved portions of bends shall not be visible above finish slab. Increase slab thickness as necessary to provide minimum one-inch cover over conduit. Where embedded conduits cross expansion joints, provide suitable watertight expansion fittings and bonding jumpers. Conduit larger than one-inch trade size shall be parallel with or at right angles to main reinforcement; when at right angles to reinforcement, conduit shall be close to one of supports of slab.

3.5. Locknuts and Bushings: Fasten conduits to sheet metal boxes and cabinets with two locknuts where required by NFPA 70, where insulated bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, use minimum single locknut and bushing. Locknuts shall have sharp edges for digging into wall of metal enclosures. Install bushings on ends of conduits, and provide insulating type where required by NFPA 70.

3.6. Flexible Connections: Provide flexible connections of short length, 1.8 meters maximum, for recessed and semi-recessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for motors. Provide liquid-tight flexible conduit in wet locations. Provide separate ground conductor across flexible connections.

4. Boxes, Outlets, and Supports: Provide boxes in wiring or raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures. Boxes for metallic raceways shall be cast-metal, hub-type when located in wet locations, when surface mounted on outside of exterior surfaces, when installed exposed up to 2.1 meters above interior floors and walkways, or when installed in hazardous areas. Boxes in other locations shall be sheet steel. Each box shall have volume required by NFPA 70 for number of conductors enclosed in box. Boxes for mounting lighting fixtures shall be minimum 100mm square, or octagonal, except that smaller boxes may be installed as required by fixture configurations, as approved. Boxes for use in masonry-block or tile walls shall be square cornered, tile type, or standard boxes having square corner, tile type covers. Provide gaskets for cast-metal boxes installed in wet locations, and boxes installed flush with outside of exterior surfaces. Fasten boxes and supports with wood screws on wood; with bolts and

expansion shields on concrete or brick; with toggle bolts on hollow masonry units; and with machine screws or welded studs on steel.

5. Conductor Identification: Provide conductor identification within each enclosure where tap, splice, or termination is made. For conductors no.6 AWG (14mm²) and smaller diameter, color coding shall be by factory-applied, color-impregnated insulation. For conductors no.4 AWG (22mm²) and larger diameter, color coding shall be by plastic-coated, self-sticking markers; colored nylon cable ties and plates; or heat shrink-type sleeves. Identify control circuit terminations.
6. Splices: Make splices in accessible locations. Make splices in conductors no.10 AWG and smaller diameter with insulated, pressure-type connector. Make splices in conductors no.8 AWG and larger diameter with solderless connector, and cover with insulation material equivalent to conductor insulation.
7. Covers and Device Plates: Install with edges in continuous contact with finished wall surfaces without use of mats or similar devices. Plaster fillings are not permitted. Plates shall be installed with alignment tolerance of 1/16 inch. Use of sectional-type device plates are not permitted. Provide rubber gasket for plates in wet locations.
8. Electrical Penetrations: Openings around electrical penetrations through fire-resistance walls, partitions, floors, or ceilings shall be sealed to maintain fire resistive integrity as tested per ASTM E814.
9. Grounding and Bonding: In accordance with NFPA 70, ground exposed noncurrent-carrying metallic parts of electrical equipment, metallic raceway systems, grounding conductor in metallic and nonmetallic raceways. Where ground fault protection is employed, ensure that connection of ground and neutral does not interfere with correct operation of fault protection.
   - 9.1. Grounding Conductor: Provide insulated, green equipment grounding conductor in feeder and branch circuits, including lighting circuits. Grounding conductor shall be separate from electrical system neutral conductor.
   - 9.2. Resistance: Maximum resistance-to-ground of grounding system shall not exceed 25 ohms under dry conditions. Where resistance obtained exceeds 25 ohms, contact Engineer for further instructions.
10. Repair of Existing Work: Repair of existing work which includes demolition and modification of existing electrical distribution systems shall be performed as follows:
    - 10.1. Workmanship: Lay out work in advance. Exercise care where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings or other surfaces is necessary for proper installation, support, or anchorage of conduit, raceways, or other electrical work. Repair damage to buildings, piping and equipment using skilled craftsmen of trades involved.
    - 10.2. Existing Concealed Wiring to be Removed: Existing concealed wiring to be removed shall be disconnected from its source. Remove conductors; cut conduit flush with floor, underside of floor, and through walls; and seal openings.
    - 10.3. Continuation of Service: Maintain continuity of existing circuits of equipment to remain. Existing circuits of equipment shall remain energized. Circuits which are to remain but were disturbed during demolition shall have circuits wiring and power restored back to original condition.
11. Field Quality Control: Furnish test equipment and personnel, and submit written copies of test results. Give Engineer five (5) working days notice prior to each test.
    - 11.1. Devices Subject to Manual Operation: Each device subject to manual operation shall be operated at least five times, demonstrating satisfactory operation each time.
    - 11.2. Test on 600-volt Wiring: Test 600-volt wiring to verify that no short circuits or accidental grounds exist. Perform insulation resistance tests on wiring no.6 AWG and larger diameter using instrument which applies voltage of approximately 500 volts to provide direct reading of resistance. Minimum resistance shall be 250,000 ohms.
    - 11.3. Grounding System Test: Test grounding system to ensure continuity and resistance to ground is not excessive. Make resistance measurements in dry weather, not earlier than 48 hours after install. Submit written results of each test to Engineer, and indicate location of rods as well as resistance and soil conditions at time measurements were made.

C.3.7 INTERIOR FIRE ALARM SYSTEMS

1. The work includes providing new conduit lines for the fire alarm system including fittings, equipment and appurtenances. Provide each system complete and ready for operation. Equipment, materials, installation, workmanship, inspection and testing shall be in strict accordance with the required and advisory provisions of NFPA 72A and NFPA 72E, except as modified herein.
2. Provide electrical wiring in accordance with NFPA 70 and NFPA 72A. Conductors shall be copper, and shall be color coded. Conductor for 120volt circuits shall be 3.5mm² (no.12 AWG) minimum; single conductors for low-voltage DC circuits shall be 1.5mm² (no.16 AWG) minimum. Provide wiring in rigid metal conduit or intermediate metal conduit. Conceal conduit in finished areas of new construction and wherever practicable in existing construction. Identify conductors within each enclosure where a tap, splice, or termination is made. Identify conductors by plastic-coated, self-sticking, printed markers or by heat-shrink type sleeves. Wire the alarm initiating and notification signal devices so that removal will cause the system trouble device to sound. Pigtail or 'T' tap connections to alarm initiating devices, evacuation alarm bells, horns, and fire warning light are not acceptable.
3. Field Inspection and Test: Before Final Acceptance of the work, test each system to demonstrate compliance with the contract requirement. Each system shall be subjected to complete functional and operational tests including tests in place of each heat and smoke detector. When tests have been completed, and corrections made, submit a signed and dated certificate with Request for Formal Inspection and Tests.
4. Formal Inspection and Test: The COR will witness formal tests after receipt of written certification that preliminary tests have been completed and that the system is ready for Final Inspection. Preliminary tests shall be repeated, and functional & operational tests conducted, as requested by the Safety Engineer. Correct defects and conduct additional tests to demonstrate that the system conforms to the contract specifications.

C.3.8 INSTALLATION OF CARPET FLOOR TILES

1. Physical Properties:
   - Trade Name : AXIS SQ
   - Pile Material : 100% Synthetic Fiber
   - Gauge : 1/10"
   - Pile Height : 4mm
   - Pile Weight : 650g/m²
   - Primary Backing : Non-Woven
   - Secondary Backing : PVC + Fiber Glass + PVC
   - Dimension : 50cm x 50cm
2. Preparation:
   - Comply with CRI 104, carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
   - Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
   - Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in wring by carpet tile manufacturer.
   - Broom and vacuum clean substrates to be covered immediately before installing carpet tile. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.
3. Installation Method: As recommended in writing by carpet tile manufacturer
   - Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
   - Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
   - Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor.
   - Install pattern parallel to walls and borders.

C.4 PERSONNEL

1. The Contractor shall provide sufficient personnel possessing the skills and knowledge to perform the work required of this project.
2. Immediately upon commencement of work, the Contractor shall assign on site a knowledgeable English speaking project supervisor who shall be responsible for the overall management and coordination of this contract, receive instructions from the COR, resolve problems and with authority to act for the Contractor.

C.5 QUALITY CONTROL

1. All work shall be done in favorable weather conditions or the work shall be suitably protected from the weather.
2. All damages inflicted on the existing surrounding structures and property resulting from the performance of this project shall be repaired or restored to its original condition at the Contractor's expense.
3. Liquidated damages: *Refer to Section F.3 of the contract.*
4. The Contractor shall guarantee workmanship for one (1) year determined from the date of final acceptance.

C.6 WORKING HOURS: *Refer to Section F.8 of the contract.*

C.7 PROHIBITIONS

1. Smoking is strictly prohibited at the work site. A smoking area will be assigned.
2. Contractor's personnel are to use only proper toilet facilities. Urinating on walls, plants, trees, grass and other areas is strictly prohibited. Violators shall be removed and escorted outside the Compound, and shall be banned from USG Facilities permanently.

C.8 SECURITY

1. Contractor's personnel must stay within the working site and not wander around the adjacent offices or areas not covered under this Scope of Work.
2. Contractor's personnel are prohibited to roam around the premises during work hours or stay inside the Compound after each day of work.

C.9 GOVERNMENT-FURNISHED MATERIALS, PROPERTY AND SERVICES

1. Electric power and water required for this project shall be supplied by the Government. The Contractor is responsible for all the connections and extensions to the work area.
2. The project shall be monitored and inspected by the COR and/or his delegated Project Inspector upon whose approval of the work will be accepted.
3. The COR shall designate the area where the Contractor can build a temporary storage and locker space which shall be kept clean, orderly and secure at all times.
4. **Materials for Section C.3.1.2.e shall be supplied by the U.S. Government (USG).**

C.10 CONTRACTOR-FURNISHED ITEMS

1. MATERIALS
   a. The Contractor shall provide all labor, materials, transportation and delivery services to perform all work required under this contract, except those identified as Government-Furnished.
   b. The Contractor shall put up temporary barriers or yellow 'CAUTION' tapes to keep away people and/or vehicles from the work site.

2. EQUIPMENT and TOOLS
   a. The Contractor shall furnish all tools and special equipment to perform all work under **Section C.1.2**.
   b. All temporary connections to existing utility lines shall be made by the Contractor. The Contractor shall enforce strict utilities conservation practices.

C.11 SPECIFIC TASKS

1. Completion Period: *Refer to Section F.2 of the contract.*
2. The Contractor shall submit to the COR or GTM a 'Daily Log Sheet', completed daily. Data to be reported include data on workers by classification, the move-on and move-off of construction equipment furnished by the Primary and Subcontractor, or furnished by the USG; and materials and equipment delivered to the site.

C.12 CLEANING TASKS

1. The Contractor shall continuously, during progress of work, remove and dispose dirt and debris accumulated; and maintain work area clean, neat and orderly, and in such order as to prevent safety hazards. Debris shall be collected and removed from the job site daily.
2. Domestic rubbish containers on the premises shall not be utilized by the Contractor for storage or disposal of construction rubbish.

C.13 SAFETY

1. The project safety, in all aspects, is the sole responsibility of the Contractor.
2. The Contractor shall comply with the U.S. OSHA (Occupational Safety and Health Administration), and Local Safety and Health Requirements, and shall assume full responsibility and liability for compliance with all other applicable standards and regulations pertaining to accident prevention, life, health, and safety of personnel; as well as preventing damage to materials, supplies, properties, and equipment. The Contractor will hold the Government and its agents harmless for any action, errors, or omission on his part, his employees, workers, or his subcontractors that result in illness, injury or death.
3. The Contractor shall provide his employees/workers with and require the use of safety equipment, personal protective equipment (PPE), and devices necessary for protection.
4. The Contractor shall be responsible for all injuries to his employees/workers.

ATTACHMENT #7
Biographical Data Form

Biographical Data Form for Contractual Hires
Diplomatic Security Investigative Unit (DSIU) 301-2661/301-2078

Full Name:_____
(Last) (First) (Middle)
Present Address:_____ Starting:_____
Provincial Address:_____ From:_____ To:_____
Tel. No:_____ Date of Brith:_____ Place of Birth:_____
Other Names Used:_____
(Maiden, Nickname, etc.)
Marital Status:_____ Name of Spouse:_____
Height:_____ Weight:_____ Hair Color:_____ Eye Color:_____

RELATIVES (Parents, Brothers, Sisters, and In-Laws)

Name	Relationship	Nationality	Occupation	Present address in full

EMPLOYMENT HISTORY: (Current and Last Three Previous Employers)

Position	Name & Address of Employer	Date	Reason for Leaving

Have you ever been fired or forced to resign for any reason? (If yes, give details):
_____
_____

Have you ever been arrested or charged with any offense by the police or the military? (If yes, provide full details)_____
_____

Are you now, or have you ever been, a member of any organization or association that advocates the overthrow of the United States Government by force or violence? (If yes, provide full details):
_____
_____

CERTIFICATION

I certify that the information above is true, complete, and correct, to the best of my knowledge.

_____ _____
Signature Date

Please Submit the Following to DSIU – Room 138-B, NOX 1 Building

FIRST TIME BADGE AND RECORD CHECK
- Original copy of NBI clearance
- Original copy of Baranggay clearance
- Original copy of Police clearance
- Biographic data sheet
- Cover memo from Employer/Section Head
- 2X2 ID picture

FOR BADGE RENEWALS ONLY
- Cover memo from Employer/Section Head
- Biographic data form
- 2x2 ID picture

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;
(ii) The intention to submit an offer;, or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above ***[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]***; and

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(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 otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer 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 (not tax exempt);
___ Corporate Entity (tax exempt);
___ Government entity (Federal, State, or local);
___ Foreign government;
___ International organization per 26 CFR 1.6049-4;
___ Other _____

(f) Common 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 _____

K.4 52.204-8 Annual Representations and Certifications (Dec 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236220 for Construction Management, commercial and institutional building or Warehouse construction; 237310 for Construction Management, highway road, street or bridge; 237990 for Construction Management, outdoor recreation facility; 236118 for Construction Management, residential remodeling; 237110 for Construction Management, water and sewage line and related structures.**

(2) The small business size standard is $33.5 million.

(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 clause at 52.204-7, Central contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, 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) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central contractor Registration.

(iv) 52.204-5, 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.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010 or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, 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.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, 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.

(x) 52.219-2, 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.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, 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.

(xiv) 52.223-1, 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 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

__ (i) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through https://www.acquisition.gov. After reviewing the ORCA 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 ORCA.

(End of provision)

K.5 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation (May 2011)

(a) *Definition.* "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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874 .

(c) *Representation.* By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7. 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.

K.8 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN 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.

K.9 AUTHORIZED CONTRACT 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:

Address:

Telephone Number:

K.10 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export

Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

K.11 652.228-70 DEFENSE BASE ACT – COVERED contractor EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country *where there are no* local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there *are* local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of the Philippines

X Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base

Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 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://acquisition.gov/far/index.html/ or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

http://www.statebuy.state.gov/

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2004
52.236-28	PREPARATION OF PROPOSALS – CONSTRUCTION	OCT 1997

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting & Procurement Office, GSO Building, U.S. Embassy Manila, Seafront Compound, Roxas Boulevard, Pasay City.

(b) The copy of any protest shall be received in the office designated above within one (1) calendar day of filing a protest with the GAO.

L.3 QUALIFICATIONS OF OFFERORS

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

(1) Be able to understand written and spoken English;

(2) Have an established business with a permanent address and telephone listing;

(3) Be able to demonstrate prior related/comparable construction experience with suitable references for company and Project Manager;

(4) Be able to provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Have all updated/valid licenses and permits required by local law;

(6) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;

(7) Have the ability to obtain the required insurance;

(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.

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

(1) Obtaining a complete set of contract drawings and specifications;

(2) Thoroughly reviewing such documents and understanding their requirements;

(3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and

(4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than ten (10) working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.5 SUBMISSION OF OFFERS

L.5.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Executed Standard Form 1442, *Solicitation, Offer and Award (Construction, Alteration, or Repair)*, and completed Section K.	2
II	Price Proposal and completed Section B. The price proposal shall include a completed Section J, Attachment 4, "Breakdown of Proposal Price by Divisions of Specifications".	2
III	Performance Schedule in the form of a "bar chart" and Business Management/Technical Proposal.	4

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF-1442).

_____

_____

_____

_____

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

**Number of copies includes the original as one of the copies.*

L.5.2 **DETAILED INSTRUCTIONS**

L.5.2.1 **Volume I:** Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF-1442 and all of Section K.

L.5.2.2 **Volume II:** Price Proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS". Complete all applicable portions of this form in each relevant category (such as, labor, materials, etc.).

L.5.2.3 **Volume III:** 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 contract completion 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, address and resume 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;

(4) Financial Statement as required under Section L.9; and

(5) All updated/valid licenses and permits required by local law, to include but not be limited to DTI/SEC Registration and Business/Mayor's Permit.

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, fax and telephone numbers of customer's lead contact and technical personnel;

(2) Contract number and type;

(3) Date of the contract award, place(s) of performance, and completion dates;

(4) Contract peso value;

(5) Brief description of the work, including responsibilities;

(6) Comparability to the work under this solicitation;

(7) Brief discussion of any major technical problems and their resolution;

(8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

(9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;

(10) Percent turnover of contract key technical personnel per year; and

(11) Any terminations (partial or complete) and the reason (convenience or default)

(12) Identify any accidents or safety concerns that occurred and resolution.

Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

-Quality of services provided under the contract;
-Compliance with contract terms and conditions;
-Effectiveness of management;
-Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
-Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work

experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

L.6 52.236-27 SITE VISIT (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 **December 19, 2013 at 9:00 A.M.**

(c) Participants will meet at the U.S. Embassy Manila, Seafront Compound, Roxas Boulevard, Pasay City.

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Ms. Joni Scandola, at (632) 301-2000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the

Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: between PhP4,300,000.00 and PhP10,750,000.00.

L.9 **FINANCIAL STATEMENT**

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past three (3) years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 GENERAL. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

M.1.2 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

(a) INITIAL EVALUATION. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.

(b) TECHNICAL EVALUATION. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.5.2.3 (b).
- The qualifications and experience of the offeror's proposed Project Superintendent and subcontractors.
- Experience and Past Performance (L.5.2.3 (b)). The Government may contact references to verify the quality of the past performance.
- The Performance Schedule (bar chart) (Section L.5.2.3 (a)).
- Responses to all other technical requirements contained in the solicitation.

(c) The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- 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
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

M.2 AWARD WITHOUT DISCUSSIONS

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

M.3 RESERVED

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.