

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	SRP380-12-R-0005	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	10/23/2012	1 85

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	PR# 1985576	

7. ISSUED BY US Embassy Manila GSO Contracting & Procurement Seafont Compound Pasay City Approved: NVM 	CODE	8. ADDRESS OFFER TO Ms. Nenita V. Whitaker Contracting Officer US Embassy, Manila GSO Contracting & Procurement Seafont Compound Pasay City
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9. FOR INFORMATION CALL:	a. NAME Lina T. Arkoncel/ Belle Mecabalo 	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (632) 832-0826
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

The contractor shall provide personnel, supplies and equipment, unless otherwise indicated, for all Make-Ready Services for USG-owned, short term lease (STL) and long term lease (LTL) residences for US Embassy, Manila, as described in Sections B and C of this contract, and the exhibits in Section J.

- Section A - SF-1442, Solicitation, Offer and Award
- Section B - Supplies or Services and Prices/Costs
- Section C - Description/Specifications/Work Statement
- Section D - Packaging and Marking
- Section E - Inspection and Acceptance
- Section F - Deliveries or Performance
- Section G - Contract Administration Data
- Section H - Special Contract Requirements
- Section I - Contract Clauses
- Section J - List of Documents, Exhibits and Other Attachments
- Section K - Representations and Certifications & Other Statements of Offerors
- Section L - Instructions, Conditions and Notices to Offerors
- Section M - Evaluation Factors for Award

11. The contractor shall begin performance on NTP date calendar days and complete it within ** calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See ** as indicated in task order).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 4:00 p.m. (hour) local time 11/23/2012 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is, is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14.)
FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.																				
DATE.																				

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31a. NAME OF CONTRACTING OFFICER (Type or print)
30b. SIGNATURE	31b. UNITED STATES OF AMERICA
30c. DATE	BY
	31c. DATE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The contractor shall provide personnel, supplies and equipment, unless otherwise indicated, for all Make-Ready Services for USG-owned, short term lease (STL) and long term lease (LTL) residences for US Embassy, Manila, as described in Sections B and C of this contract, and the exhibits in Section J.

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity type contract for make-ready. The contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders maybe necessary for emergencies, however, they shall be issued in writing within three days after issuance of the oral instructions. The task orders shall specify the location and type of work requested (see Section B.4 and the example in Section J, Exhibit 2).

The contract will be for a one-year period from the date of the contract award. The U.S. Government guarantees a minimum order of Php300,000.00 worth of services. The maximum amount of services ordered under the contract will not exceed the total estimated amount of the contract as stated in subsection B.3.3

B.3 PRICES/COSTS

The firm-fixed prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in section C and J. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit.

B.3.1 CURRENCY

All prices shall be in Philippine currency (peso).

B.3.2 VALUE ADDED TAX (V.A.T)

V.A.T. shall not be included in the firm fixed price as it is not applicable to this contract.

The U.S. Government is exempt from payment of taxes as a qualifying entity under Section 3(b)(3) of Revenue Regulations No. 6-97 dated January 2, 1997. In accordance with this regulation, all sales made by Contractors or supplies to the U.S. Government are subject to zero (0%) rate and are, therefore, not subject to the value added tax.

B.3.3 PRICES (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months)

Items	Description of Services	U/M	Estimated Quantity*	Price (Php)	Total Estimated Price (Php)
PAINTING SERVICES (See Section C.2.1.4.4)					
01	(b.1) & (b.3) Interior painting of New Surface (Wood, Masonry/Concrete, Metal with two (2) coats	M ²	500.00		
	(b.2) & (c) Interior/ Exterior painting of previously painted wood/masonry or metal surface /Other finishes requiring surface preparation and two (2) finish coats of paint.	M ²	86,000.00		
	(d.1) New spray lacquer finish with two (2) coats of lacquer primer, one (1) coat of lacquer putty and two (2) coats of automotive lacquer.	M ²	100.00		
	(d.2) Previously sprayed lacquer finish with one (1) coat of automotive lacquer.	M ²	200.00		
PLUMBING SERVICES (See Section C.2.2)					
02	(1) Servicing / Repair of sink/lavatory faucet, angle valves and hose/ fittings connections.	Unit	800.00		
	(2) Servicing / Repair of toilet fixtures, including flushing mechanism, wash bidets and fittings connections	Unit	640.00		
	(3) Installation of electric water heater and B.I. 1/2" Ø pipe connections. Maximum pipe length is 4 Meters)	M	160.00		
	(4) Installation of LPG gas B.I pipe line 1/2"Ø. Maximum length 50 ft.	Linear ft.	500.00		
	(5) Installation of LPG gas pipe line (copper tube 3/8"Ø. Maximum length 50 ft.)	Linear ft.	500.00		
	(6) Servicing/ Installation of clothes washers and hose connections	Unit	80.00		
	(7) Servicing/ Repair of bathroom shower including mixing valve, bath tub and floor drains	Fixture	640.00		
	(8) Servicing / Replacement of sink aerator and plumbing connections	Unit	80.00		
	(9) Servicing of grease trap and pipe connections	Unit	50.00		

Items	Description of Services	U/M	Estimated Quantity*	Price (Php)	Total Estimated Price (Php)
ELECTRICAL SERVICES (See Section C.2.3)					
03	(1) Servicing / Repair and Labeling of power outlets 110/220 volts	Unit	4,000.00		
	(2) Servicing /Repair of range hood and control systems	Unit	80.00		
	(3) Servicing of water pumps and control systems	Unit	20.00		
	(4) Servicing/Repair of exhaust fans and control systems	Unit	500.00		
	(5) Servicing/ Repair of light fixtures, diffusers, replacement of busted bulbs and control switches	Unit	4,800.00		
	(6) Servicing of electrical panel board, retightening of circuit breaker terminals and installation of directory to panel board	Unit	90.00		
	(7) Replacement of 110/220 volt power outlets from two pronged to three (3) pronged outlets	Unit	4,000.00		
	(8) Servicing of clothes washers	Unit	40.00		
	(9) Servicing of clothes dryers	Unit	40.00		
	(10) Servicing of Refrigerator / freezers	Unit	50.00		
	(11) Installation of Exhaust fan, if no exhaust fan is found in Toilet/bathroom	Unit	30.00		
HVAC SERVICES (See Section C.2.4)					
04	(1) General cleaning, Repair and Replacement of HVAC / Split A/C system.	Unit	480.00		

Items	Description of Services	U/M	Estimated Quantity*	Price (Php)	Total Estimated Price (Php)
CARPENTRY SERVICES (See Section C.2.5)					
05	(1) Installation/ Replacement of wooden cabinet/closet/pantry wall door and shelves.	M ²	100.00		
	(2) Repair/ Replacement of door, hinges/latches and handles	Unit	300.00		
	(3) Repair/ Replacement of curtain rods/venetian blinds and clothes rails.	Unit	200.00		
	(4) Repair / Replacement of door locks, door closer and thresholds	Unit	50.00		
	(5) Repair / Replacement of sliding doors	Unit	80.00		
	(6) Replacement of door screen	M ²	200.00		
	(7) Repair of garage door/gate	M ²	50.00		
	(8) Repair / Replacement of fascia boards	Linear Mtr	200.00		
	(9) Repair/ Replacement of roof gutter	Linear Mtr	200.00		
	(10) Repair / Replacement of door bumpers	Unit	960.00		
MASONRY SERVICES (See Section C.2.6)					
06	(1) Re-grouting / Re-sealing of ceramic wall and floor tiles.	M ²	3,200.00		
	(2) Repair of concrete floors	M ²	100.00		
	(3) Cleaning / Pressure washing of filthy exterior floors and walls.	M ²	1,000.00		
	(4) Repair / Installation ceramic/brick tiles.	M ²	100.00		
	(5) Repair / Replacement and refinish of hollow blocks and glass blocks.	M ²	300.00		

Total Price (Php) _____

*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

B.4 ORDERING - The Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance." All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 ISSUANCE OF TASK ORDERS - The Contracting Officer may issue task orders orally but will confirm them in writing within three days.

B.4.2 SURVEY OF PROPERTY - Before performing work, the contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. The contractor shall be responsible for any errors that might have been avoided by such a survey/review. The contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 CONTENTS OF TASK ORDERS - The Contracting Officer shall issue task orders for make-ready services on an as-needed basis. See the sample task order at Section J, Exhibit 2. Task orders shall include:

- (a) Date of order
- (b) Contract number
- (c) Order number
- (d) Location of property
- (e) Amount of work (unit of measure)
- (f) Point of contact for questions

B.4.4 COMPLETION DATE - The contractor shall complete all services on individual housing units within ten (10) days of receipt of a task order. The completion date includes processing and acquiring all required permits to work inside the subdivision / villages/ high rise residences. Cash bonds required to work inside the subdivision/ villages/ high rise residence shall be shouldered by the Contractor.

The time period specified above shall not begin until the contractor is afforded reasonable access to the work site.

The time period specified above may be shortened if mutually agreed to by the contractor and the Government.

The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

B.4.5 SELECTION OF AWARDEE FOR INDIVIDUAL TASK ORDERS

If more than one contractor has received an award, the following procedures shall govern regarding issuance of individual task orders. The contractor shall provide no services without an order issued by the Contracting Officer.

- (1) The Government will develop a price estimate. If the estimate does not exceed US\$3000, the Government will follow the procedures in paragraph (2) below. If the estimate exceeds US\$3000, the Government will follow the procedures in paragraph (3) below.
- (2) Orders not exceeding US\$3000 - The Government will select a contractor for issuance of the order on a rotating basis. This decision will be based on the Government's best interests, which may include factors such as price, past performance, and unique qualifications which meet the level of quality required.
- (3) Orders exceeding US\$3000 - Unless one of the exceptions in paragraph (4) below applies, the Government will:
 - (a) Make its award based on comparisons of price, past performance, and unique qualifications which meet the level of quality required to meet the Government's security and logistical requirements. Award will be made to the lowest priced, technically acceptable contractor.
 - (b) Regardless of whether the procedures in paragraph (1) or (2) above were followed, selection of contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract.

However, the Department of State does have an Acquisition Ombudsman who will review complaints by contractors to ensure that all contractors are afforded a fair opportunity to be considered for these task orders, pursuant to the procedures for award of task orders established herein.

- (4) Exceptions to the procedures in paragraph (3) above:
 - (a) The agency need for the required services is of such urgency that providing such competitive opportunity would result in unacceptable delays;
 - (b) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
 - (c) It is necessary to place an order to satisfy a minimum guarantee.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 GENERAL - The US Embassy, Manila requires a make-ready service contractor to perform task orders on US Government owned and leased properties. The contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required.

C.1.2 ENGLISH SPEAKING REPRESENTATIVE - The contractor shall designate an English speaking Project Engineer/Supervisor who shall supervise the contractor's workforce and be the contractor's liaison with the Government.

The designated Project Engineer/Supervisor shall be located on site during normal working hours (see Section F.8) and shall have supervision as its sole function or part of his function as a crew member, during the times while on duty. The contractor's employees shall be on site only for contractual duties and not for any other business or purposes, unless specifically invited through official channels.

C.1.2.1 PERSONNEL - The contractor shall be responsible for providing qualified workforce for each trade with relevant experience to perform make-ready services for task orders issued under this contract. Helper positions do not need to meet the experience requirement.

The workforce shall be able to provide the services required under the terms of this contract and must possess sufficient ability in speaking and understanding the English language to carry out the instructions for the performance of services required by the contract. No employees will be permitted to work within the U.S. Government-owned and leased properties without the appropriate security clearance and identification issued by the Regional Security Office. The contractor shall comply with all the necessary requirements.

C.1.3 DEFINITIONS (see also FAR clause 52.202-1, Alt. 1 [April 1994], cited in I.1)

HVAC - Heating Ventilation and Air Conditioning.

Make-ready Services – Preparation of residential units for occupancy, including all items in this contract.

Dry-to-Touch - A paint film is "Dry to Touch" when it has hardened sufficiently so that it may be touched lightly without it adhering to the fingers.

Dust-Free - Film paint is "dust-free" when dust no longer adheres to it.

Eaves or Soffit - The under surface overhanging section of the roof rafters.

Filler - A composition used to fill pores of wood before applying paint or varnish.

Lacquer - A material that dries by the evaporation of a thinner or solvent. There are

many types of lacquers; the most important being that based on cellulose nitrate. Other than the cellulose compounds, lacquers contain resins, plasticizers, solvents and diluents.

Primer - The first coat in any painting operation.

Removers - Composition designed to soften old varnish or paint coats so that they may be easily removed by scraping or washing.

Washing - A rapid failure of paint whereby it softens and washes away through the action of the rain - due to slow drying in a very moist atmosphere.

Varnish Stain - A varnish containing stain.

C.2 STANDARDS

C.2.1 APPLICABLE PAINTING STANDARDS AND PAINT SPECIFICATIONS

C.2.1.1 LOCAL/INDUSTRY PAINTING STANDARDS

Painting and preparatory work shall be in accordance with the instructions given below. In cases where local standards and those listed in this contract are in conflict, the stricter of the two shall apply.

C.2.1.2 PAINT SPECIFICATIONS

Paint used shall be provided by the Government.

C.2.1.3 PREPARATION AND PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows, door knob, cabinet handles, hinges, light switch cover, electrical outlet cover, light diffuser, drawer handle and knob). The contractor shall move, protect, and return such property to its original position upon completion of work in that area.

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

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

C.2.1.4 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

The contractor shall perform the following painting inspection and repairs and use the checklist in Section J, Exhibit 4.

a) Inspect all painting surfaces work including:

- interior and exterior walls, cabinets, closets, doors, windows, shelves, louvers, wood floors, parquet floor, ceilings, pantry, ac diffuser/grills, railings, stairs, balluster,

b) Make basic repairs and/or replacements which shall be made to all items listed above, including but not limited to:

- service cleaning, repainting, resealing, patching of holes, resanding, refinishing, varnishing, and performing first echelon maintenance.

1) Surface Preparation

- (a) Remove all dirt, scale, splinters, loose particles, disintegrated coatings, grease oil, other deleterious substances including all abandoned nails, screws and/or fasteners from all surfaces which are to be coated or otherwise finished. Allow sufficient time for putty to set before coating. Sandpaper entire surface of existing enamel, glossy surfaces and varnish before application of any coatings. Metal surfaces that are to be painted with water-based paint must first be coated with an approved primer zinc chromate or other approved primer.
- (b) Repair, smooth, sand, spackle, or otherwise treat to render defects (such as scratches, nicks, cracks, gouges, spalls, alligatoring and irregularities due to partial peeling of previous paint coatings), practically imperceptible in the finished work. Where impractical to satisfactorily eliminate the defects by other means, remove existing coatings from the entire surface using solvent type paint remover, repair the surface as necessary, prime and repaint. Where peeling is general over an area including self-contained portions of a surface, remove all paint in such area and feather the edges of such cracks, holes and uneven surfaces.
- (c) Cracks in concrete and masonry larger than 1/8" shall be made wider and deeper approximately 1/4" wide x 1/4" deep and filled in with elastomeric sealant or other material as directed, made flush with adjacent surface. In area of mildew infestation, treat surface, rinse and let dry.
- (d) On all previously painted surfaces that are to receive oil-based coatings, except rough surfaces, after all other cleaning operations and wire brushing and sanding are completed, wipe down with clean rags saturated with mineral spirits and allow to dry. Such wiping shall immediately precede the application of the first coat of any coating, unless specified otherwise.

2) Surfaces

- (a) Wood - shall be free from dust and in an approved condition to receive paint or other finish. Sharp edges must be removed. Solvent wash pitch or resin areas and seal them. Do not use water on uncoated wood. Prior to application of paint, treat knots and resinous wood with an application of knot sealer. Putty cracks and nail holes after the priming coat has been applied and has dried properly. Sandpaper the entire area of previously painted interior wood surfaces; scrape as necessary to remove loose coatings. If impregnated wood are used, care must be exercised to determine that the impregnated surface is compatible with the paint to be used. Set and putty stop all nail heads. Nails, screws and hooks shall be removed and patch up.

When performing wood preparation, sand the surface down smooth, wipe, and apply a coat of primer sealer and allow to dry before additional paint is applied. Fill open joints and all other openings with wood paste filler and sand smooth after it has dried.

- (b) Concrete and Masonry - Remove dirt, fungus, grease, and oil prior to application of coatings. Wash new and previously unpainted surfaces with a concrete neutralizer solution and allow to dry for at least 8 hrs. If needed, rinse the surface thoroughly with clean water and allow to dry before paint is applied. Wash previously coated surfaces with a suitable detergent and rinse thoroughly with fresh water. Remove glaze, all loose particles, and scale by wire brushing.
- (c) New Unprimed Metal Surfaces - Solvent clean zinc-coated surfaces with mineral spirits and wipe dry with dry clean cloths. Immediately after cleaning and treating, apply one coat of red oxide or zinc chromate metal primer paint to a dry film thickness of 0.2 to 0.5 mil on zinc coated, aluminum, brass, copper, and ferrous surfaces. Apply primer as soon as practicable after pretreatment has sufficiently dried.
- (d) Painted Metal Surfaces - Remove all deleterious substances from surfaces as specified herein; sandpaper, wire brush, rub with steel wool over their entire surfaces and scrape where necessary to remove loose paint. Clean all rusted spots down to bare metal including spots where rust discoloration appears through the existing coating. Remove to the extent that only minor rust discoloration in deep pits remains. Otherwise, clean the surfaces to bright metal. Immediately after such cleaning and before any new rust has formed, coat the bare surfaces with one coat of red oxide or zinc chromate primer paint to a dry film thickness of 0.2 to 0.5 mil. Apply primer as soon as practicable after treatment has dried.

3) Thinning of Paints

Reduce paint to proper brushing consistency by adding fresh paint, except that when thinning is mandatory for the type of paint being used. Under no condition will latex or any water based paint, be thinned.

4) Application

(a) 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 damage thereto. Allow sufficient time between successive coats to permit thorough drying and to render each coat in a proper condition to receive the next coat. Each coat shall completely cover the surface of the preceding coat; there shall be an easily perceptible difference in shades of successive coats. Interior areas shall be broom-clean and dust-free before and during the application of coating material. Thoroughly work painting materials into all joints, crevices, and spaces. Finished surfaces shall be smooth, even, and free of defects. Retouch damaged painting before applying succeeding coats of paint.

(b) Interior / Exterior Surfaces:

(1) New Wood Surfaces_ - Shall first be prime painted with a coat of oil based primer-sealer followed by final coating of one of the following paints:

- i) Two (2) coats of odorless oil based enamel paint.
- ii) Two (2) coats of varnish.

(2) Previously Painted Surfaces:

- i) Apply as directed with either two (2) coats of water based interior latex paint or two (2) coats of odorless flat wall enamel paint or two (2) coats of odorless oil based enamel paint.
- ii) Apply two (2) coats of gloss oil based paint on doors, door jambs, built-in cabinets, cabinets shelves, cabinet, doors, built-in closets, closet shelves, closet doors, kitchen cabinets and drawers.
- iii) Apply two (2) coats of semi-gloss quick drying alkyd enamel oil based paint on kitchen ceiling, bathroom walls and bathroom ceiling.

(3) New Masonry and Concrete Surfaces: - One (1) coat of interior primer followed by two (2) coats of interior latex paint.

(c) Other Finishes

(1) Wrought iron grills and other metal surfaces shall first be painted with one (1) coat of red lead paint followed by two (2) coats of interior or exterior alkyd gloss enamel as appropriate.

(2) Adobe and other stone surfaces - when varnish has been applied previously, restore sheen with one coat of clean gloss, water resistant spar varnish. When varnished to natural finish, all stained, dirty or discolored areas shall be scraped or wire brushed to original appearance.

(3) Factory finished material such as Danarra panels shall not be included in the finishing services.

- (4) Only when directed, shall wall paper be removed and/or painted over.
- (5) Acoustic ceiling tiles that are dirty, faded, or yellowed shall be painted with two (2) thin coats of interior latex paints.
- (6) Refinish of existing spray finish surfaces such as Duco Lacquer finishes will be subject to a separate quotation.

(d) Spray Lacquer Finish Surfaces

- (1) New Spray Lacquer Surfaces shall be surface prepared and applied with two (2) coats of lacquer primer surface followed by one (1) coat of lacquer putty and two (2) coats of automotive lacquer.
- (2) Previously Spray Lacquer Finish Surfaces shall be surface prepared and applied with one (1) coat of automotive lacquer.

The contractor shall furnish all tools and equipment needed for the repairs, in accordance with Section J, Exhibit 6, except for Government Furnished Property.

C.2.2 PLUMBING SERVICES

The contractor shall perform the following plumbing inspection and repairs and use the checklist in Section J, Exhibit 4.

- (a) Inspect all plumbing work including:
 - pipes, ducts, valves, dampers, fittings, waste water and sewer lines, traps, catch basins, hot water heaters, toilet and kitchen fixtures, (such as faucets, sinks, aerator, bathtubs sinks, showers, water closet to include flushing mechanism, wash bidets, jacuzzi), hot and cold water lines, water heaters, gas range, water and pressure tanks, pumps, floor drains, flexible duct of shower, plugs, chains, hoses, down-spouts, and gutters for clogging and loose joints, restrictions, leaks, and other faulty conditions;
- (b) Provide basic repair and /or replacement service to all items listed above, including but not limited to testing, cleaning, retightening, caulking, lubricating and checking for leaks:
 - (1) Sink/lavatory faucet, angle valves and hose connections;
 - (2) Toilet fixtures, including flushing mechanism, wash bidets;
 - (3) Installation of electric water heater and pipe /fittings connections, (max. pipe length 4 meters);
 - (4) Installation of LPG gas (B.I.) pipe lines (max. pipe length 50 ft.);
 - (5) Installation of LPG gas pipe line, (copper tube) (max. pipe length 50 ft.);
 - (6) Clothes washers and hose connections;
 - (7) Bathroom shower including mixing valves, bath tub and drains;

- (8) Sink aerator and plumbing connections;
- (9) Grease trap and pipe connections.

The contractor shall furnish all tools and equipment needed for the repairs, in accordance with Section J, Exhibit 6, except for Government Furnished Property.

C.2.3 ELECTRICAL SERVICES

The contractor shall perform the following electrical services and use the checklist in Section J, Exhibit 4.

- (a) Evaluate the operating condition and safety of all systems and equipment, including:
 - electrical power outlets, switches, wiring, installed appliances, such as electric/gas range, refrigerator, freezer, dish washer, washer and dryer, range hood), doorbells, intercoms, ceiling fans, light fixtures (e.g. security light, chandelier, fluorescent and other light fixtures), water heaters, circuit breakers, exhaust fans, GFCI, sink aerator, buzzers, electrical conduits, kilowatt hour meter, range hoods, pumps, panelboards, light bulbs/lamps, fuse boxes and feed line connections.
- (b) Make basic servicing, repairs and or replacement to all items listed above Including but not limited to:
 - (1) Servicing, repair and labeling of power outlets 110 / 220 volt;
 - (2) Servicing of range hood and control system;
 - (3) Servicing of water pumps and control system;
 - (4) Servicing/repair and/or replacement of exhaust fan and control systems;
 - (5) Servicing of light fixtures, diffusers , replacement of busted bulbs and control switches;
 - (6) Servicing of electrical panel board, retightening of circuit breaker terminals and installation directory to panelboard;
 - (7) Replacement of 110/220 volts power outlet from two (2) pronged to three (3) pronged outlets;
 - (8) Servicing of washers;
 - (9) Servicing of dryer;
 - (10) Servicing of Refrigerator and freezers;
 - (11) Install exhaust fans if no exhaust fans found in the toilet/bathroom.

All electrical works shall be in accordance with PEC/NEC, and Local Rules and Regulations (to accommodate the USG appliances and ensure the safety of occupant).

The contractor shall furnish all tools and equipment needed for the repairs, in accordance with Section J, Exhibit 6, except for Government Furnished Property.

C.2.4 HVAC SERVICES

The contractor shall perform the following HVAC services using the checklist in Section J, Exhibit 4.

- (a) Inspect all HVAC work including:
 - pipes, ducts, valves, filters, dampers, fittings, catch basins, toilet fixtures, down-spouts and gutters for clogging and loose joints, restrictions, leaks and other faulty conditions, compressor; fan motor, fan coil units, diffusers and grills (supply and return), drip pan, drain pipe, thermostat controls, air cooled condensing units, controls;
- (b) Provide basic repairs and or replacement to all items listed above Including but not limited to:
 - retightening, caulking, lubricating, replacing, repainting, cleaning and/or washing filters, and performing first echelon maintenance.

The contractor shall furnish all tools and equipment needed for the repairs, in accordance with Section J, Exhibit 6, except for Government Furnished Property.

Note the following specific requirements:

- (a) Inspect pumps for abnormal temperature, vibration, noise and other trouble symptoms, and adjusting as necessary.
- (b) Inspect valves for restriction, leaks and other trouble symptoms and adjusting as necessary.
- (c) Perform cleaning, washing and/or replacing of all air filters for air handling and fan coil units. The term "cleaning" means "dusting" where unwashable filters are used, "washing", where washable filters are used, and "replacing" where unwashable /throwaway filters are used.
- (d) Make insulation tests, adjust relays, reset circuit breakers and clean contact surfaces.
- (e) Perform necessary repair or replacement of air conditioning units as needed.

C.2.5 CARPENTRY SERVICES

The contractor shall perform the following carpentry services using the checklist in Section J, Exhibit 4.

- (a) The contractor shall inspect all:
 - wood cabinets, closets, doors, moldings, panels, fixtures, furniture pieces, stairways, including railings, balustrades, treads, risers and

nosings, along with all doors in the residence; parquet floor tiles, threshold, baseboards, lamination, wall and ceiling boards, laminated floor, windows and its accessories and mechanism, window glass panels, pantry, T&G Floor, wood floors, roll-up sun shades, wooden and laminated shelves, kitchen counter top, aluminum doors and windows, shower enclosures, fascia boards, window and screen doors; roof gutters, door jambs, door bumper/stopper, racks, door closer and door locks. Also, inspect all toilet paper holders, soap trays, towel racks, shower curtain rods, toilet seats, medicine cabinets, venetian blind brackets, clothing rails, curtain rods, and any other like items.

- (b) All necessary repairs/replacement shall be made to all items listed above, including, but not limited to:
 - (1) Repair/ replacement of wooden cabinet/ closet/ pantry wall, door and shelves;
 - (2) Repair/replacement of door hinges /latches and handles;
 - (3) Repair / replacement of curtain rod/ venetian blinds and clothes rails;
 - (4) Repair/ replacement of door lock, door closer and threshold;
 - (5) Replacement of door screen;
 - (6) Repair of sliding door;
 - (7) Repair of garage door/gate;
 - (8) Repair / replacement of fascia board;
 - (9) Repair / replacement of roof gutter;
 - (10) Repair/replacement of door bumper.

The contractor shall furnish all tools and equipment needed for the repairs, in accordance with Section J, Exhibit 6, except for Government Furnished Property.

C.2.6 MASONRY SERVICES

The contractor shall perform the following masonry services using the checklist in Section J, Exhibit 4.

The contractor shall:

- (a) Inspect all stone and concrete work, vinyl and ceramic floor and wall tiles and other kinds of tiles, including exterior and interior walks, floors, partitions, walls and stone facing, for breaks, cracks, crumbling and other deterioration.
- (b) Make necessary repairs and or replacement to all items listed above, including but not limited to:
 - (1) Re-grouting/re-seal of floor and wall tiles;
 - (2) Repair of concrete floor;
 - (3) Cleaning / Pressure washing of filthy floor and walls;

- (4) Repair / installation of ceramic, brick tiles;
- (5) Repair/replacement and refinish of hollow blocks and glass blocks.

C.3 MAJOR REPAIRS

The contractor shall immediately inform the COR or the Facility Management Unit (FMU) of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the residential unit. The contractor shall also inform the COR of a major problem in the residential unit in a system or area that is not being serviced as well. The contractor shall be liable for the costs for any damage that occur as a result of the contractor's negligence in its duty to inform the COR. The contractor shall make effort to minimize such trouble or damage in systems or areas being serviced until proper corrective action can be taken.

Major and specialized repairs shall be carried out by the Government, independent of this contract.

C.4 CONTRACTOR PERSONNEL

All personnel assigned by the contractor for the performance of the respective services shall be regular employees of the contractor, and shall be supervised by the contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the expressed written consent of the Contracting Officer.

C.5 SUPERINTENDENCE BY CONTRACTOR

The entire operation of the contracted services shall be superintended by the contractor's bilingual (English/Tagalog) liaison. The liaison shall coordinate the performance of the contracted services with the needs of the Government.

The liaison, or a qualified assistant, shall be on duty throughout the normal operating hours of the Embassy listed in Section F.8. The liaison shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays, if required.

C.6 QUALITY ASSURANCE

The contractor shall institute an appropriate inspection system including:

- (a) Develop and maintain checklists of duties to be carried out,
- (b) Ensure these duties are carried out by the supervisory staff and senior employees, and
- (c) Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

The contractor shall provide copies of all inspection reports to the COR.

The contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The contractor shall call to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the contractor.

C.7 INSPECTION BY GOVERNMENT

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

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

C.8 CLEANING TASK

(1) The Contractor shall continuously, during the progress of work, remove and dispose of dirt and debris and keep the work area clean, neat and orderly and in such order as to prevent safety hazards. Debris shall be collected daily from the job-site before workmen secure and debris be placed in a pre-designated external area for disposal.

(2) Domestic rubbish containers in the premises shall not be utilized by the Contractor for storage or disposal of construction debris.

SECTION D - PACKAGING AND MARKING

RESERVED

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG 1996
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.211-12	LIQUIDATED DAMAGES - CONSTRUCTION	SEP 2000

(a) If the contractor fails to complete the work within the time specified in the contract, or any extension, the contractor shall pay liquidated damages to the Government in the amount of **Php11,507.10** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.2 PERIOD OF PERFORMANCE.

The performance period of this contract is from the start date indicated in the Notice to Proceed and continuing for 12 months. The initial period of performance includes any transition period authorized under the contract.

F.3. DELIVERABLES

The contractor shall deliver the following items:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
H.12.2 - Biographies of Personnel	1	10 days after award	COR
H.3 - Bonds	1	10 days after award	CO
H.4 - Insurance/Licenses & Permits	1	10 days after award	CO
H.10.1 - Safety Plan	1	30 days after award	COR

All deliverables shall be in the English language and any system of dimensions (such as English or metric) shown shall be consistent with the contract. If the contractor has failed to act promptly and responsively in submitting its deliverables, the Government in approving such deliverables shall allow no extension of time for delay. The Contractor shall identify each deliverable as required by the contract.

F.4 RESERVED

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding on the contractor. The completion date is fixed and may be extended only by a written modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor
- (c) excuse the contractor from or relieve the contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

The contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the contractor believes may result in completion of the project after the completion date. The notification shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The contractor shall give such notice promptly, not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. The contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

F.7 NOTICE TO PROCEED

(a) Following receipt from the contractor of acceptable bonds or evidence of insurance within the time specified in Section H of this contract, the Contracting Officer will provide to the contractor a Notice to Proceed. The contractor shall then begin work.

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

F.8 WORKING HOURS

The contractor shall perform all work, from 8:00 A.M. to 5:00 P.M, Mondays to Fridays, except for the holidays identified in Sections I.15. The Contracting Officer may approve other hours. The contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

F.9 EXCUSABLE DELAYS

The contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

(1) acts of God or of the public enemy; (2) acts of the United States Government in either its sovereign or contractual capacity; (3) acts of the government of the host country in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the Government; (5) fires; (6) floods; (7) epidemics; (8) quarantine restrictions; (9) strikes; (10) freight embargoes; (11) delays in delivery of Government furnished equipment and (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the contractor, and the failure to perform furthermore

(a) must be one that the contractor could not have reasonably anticipated and taken adequate measures to protect against,

(b) cannot be overcome by reasonable efforts to reschedule the work, and

(c) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

The Government will hold a post award conference 10 days after contract award at U.S. Embassy, Manila, Seafont Compound, Pasay City, to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is the Facility Manager.

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 PAYMENT

Invoices shall be submitted in an original and three (3) copies to the Contracting Officers' Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

Financial Management Center (FMC)
U.S. Embassy Manila
Chancery Compound
Roxas Blvd., Ermita, Manila

G.2.1 GENERAL

The contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.2.2 DETAIL OF PAYMENT REQUESTS

The contractor's requests for payment, which shall be made no more frequently than monthly shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.2.3 PAYMENTS TO SUBCONTRACTORS

The contractor shall make timely payment from the proceeds of the progress or final payment to subcontractors and suppliers following the contractor's contractual arrangements with them.

G.2.4 EVALUATION BY THE CONTRACTING OFFICER

The Contracting Officer shall make a determination as to the amount that is due after an inspection of the work. The Contracting Officer shall advise the contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

G.2.5 ADDITIONAL WITHHOLDING

Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the contractor any amounts necessary to cover:

- (a) Wages or other amounts due the contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts that the contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and costs for failure to make adequate progress.

G.2.6. PAYMENT

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

G.3 RECORDKEEPING REQUIREMENTS

The contractor and the COR shall both maintain a complete and accurate management file. The file shall contain, as a minimum, the following items:

- (a) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the contractor of service requests and to document the performance of all work.
- (b) Contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on parts installed for major repairs only.
- (c) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF ORAL TASK ORDERS

The Contracting Officer may issue oral task orders, as stated in Section B.4.1. Any oral task orders issued shall be confirmed in writing within three days when the Mission is open for business. U.S. or local holidays observed by the Mission and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three- day period. In all cases, the Contractor must begin work after receipt of an oral order, without waiting for written confirmation.

H.2 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

H.3 BOND REQUIREMENTS

H.3.1 TYPE OF BONDS

The contractor shall furnish:

(1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price.

(2) Reserved

H.3.2 TIME FOR SUBMISSION

The contractor shall provide the bonds required by paragraph H.3.1 within ten (10) days after contract award. Failure to submit:

- (1) the required bonds other security acceptable to the Government;
- (2) bonds from an acceptable surety; or
- (3) bonds in the required amount,

may result in rescinding or termination of the contract by the Government.

The contractor shall be liable for costs described in FAR 52.249-10, "Default (Fixed-Price Construction) if the contract is terminated.

H.3.3 COVERAGE

The bonds or alternate performance security shall guarantee:

- (a) the contractor's completion of the work within the contract time,

- (b) the correction of any defects after completion as required by this contract,
- (c) the payment of all wages and other amounts payable by the contractor under its subcontracts or for labor and materials, and
- (d) the satisfaction or removal of any liens or encumbrances placed on the work.

H.3.4 RESERVED

H.3.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.4 INSURANCE

H.4.1 AMOUNT OF INSURANCE

The contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

- (1) Bodily Injury on or off the site stated in Philippine peso:

Per Occurrence	Php100,000.00
Cumulative	Php250,000.00

(2) Property Damage on or off the site in Philippine peso:

Per Occurrence Php100,000.00

Cumulative Php250,000.00

The types and amounts of insurance are the minimums required. The contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The contractor agrees that the Government shall not be responsible for personal injuries or for damages to: (a) any property of the contractor; (b) its officers; (c) agents; (d) servants; (e) employees, or (f) any other person,

arising from and incident to the contractor's performance of this contract.

The contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

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

H.4.2 GOVERNMENT AS ADDITIONAL INSURED

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

H.4.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The contractor shall provide evidence of the insurance within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and the interpretation of the contract.

H.6 LANGUAGE PROFICIENCY

The manager, assigned by the contractor to superintend the work on-site required by 52.236-6, "Superintendence by the contractor" shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

The contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict between the contract and such laws, regulations and orders, the contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

H.7.3 SUBCONTRACTORS

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

H.7.4 EVIDENCE OF COMPLIANCE

The contractor shall submit proper documentation and evidence of compliance with this clause to the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

The contractor shall be responsible for all damages to persons or property that occur as a result of the contractor's fault or negligence. The contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work that may have been accepted in writing under the contract.

H.9 MAINTENANCE OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

- (a) **Confinement to Authorized Areas.** The contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.
- (b) **Vehicular Access.** The contractor shall use only established site entrances and roadways.

H.9.2 USE OF PREMISES

- (a) **Occupied Premises.** If the premises are occupied, the contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises. The contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.
- (b) **Requests from occupants.** The contractor shall refer to the Contracting Officer any request received by the contractor from occupants of existing buildings to change the sequence of work.
- (c) **Access limited.** The contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 SAFETY

H.10.1 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

- (1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or

technical procedures for effectively controlling hazards associated with the project; and,

- (2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 CLAIMS AND ENCUMBRANCES

The contractor shall satisfy all lawful claims of any persons or entities employed by the contractor, including:

- (a) subcontractors,
- (b) material men and laborers,

for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

The contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) or the premises as a result of nonperformance of any part of this contract.

H.11.2 APPROVAL OF SUBCONTRACTORS

(a) *Review and approval.* The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection.

(b) *Rejection of subcontractors.* The Government reserves the right to reject any or all subcontractors proposed if their participation in the project may cause damage to the national security interests of the United States. The contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.12 CONTRACTER PERSONNEL

H.12.1 REMOVAL OF PERSONNEL

The contractor shall:

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

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

- (a) incompetent,
- (b) careless,
- (c) insubordinate or
- (d) otherwise objectionable, or
- (e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take twenty one (21) days to perform. For each individual the list shall include:

- (a) Completed RSO biographic data form of each personnel (Section J- Exhibit 10);
- (b) 3 pcs. 2" x 2" colored ID picture;
- (c) Local police clearance
- (d) Barangay clearance and;
- (e) Original copy of NBI clearance (not more than one year old)

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for

access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.13 MATERIALS AND EQUIPMENT

H.13.1 SELECTION AND APPROVAL OF MATERIALS

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

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

- (1) The names of the manufacturer;
- (2) Model number;
- (3) Source of procurement of each such product, material or equipment; and
- (4) Other pertinent information concerning the:
 - (i) Nature,
 - (ii) Appearance,
 - (iii) Dimensions,
 - (iv) Performance,
 - (v) Capacity, and
 - (vi) Rating

unless otherwise required by the Contracting Officer.

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

H.13.2 CUSTODY OF MATERIALS

The contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the contractor or to any person for whom it is responsible, including subcontractors.

The contractor shall deliver all items to the site as soon as practicable. The contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the contractor has custody but that have not been delivered or secured at the site. The contractor shall clearly indicate the use of such items for this U.S. Government project.

H.14 SURPLUS MATERIALS

Any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.15 SPECIAL WARRANTIES

H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.15.2 WARRANTY INFORMATION

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

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the contractor to suspend any or all work under the contract until the contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.252-14, Suspension of Work.