AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A-001	08/26/2015	PR4584773	

6. ISSUED BY CODE
Contracting & Procurement
General Services Office, American Embassy Manila
Seafront Compound, Roxas Boulevard, Pasay City

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and ZIP Code)*

FACILITY CODE

(√) X

9A. AMENDMENT OF SOLICITATION NO. SRP380-15-Q-0139

9B. DATED *(SEE ITEM 11)* 02/18/2015

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] --Is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; of (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)		
	A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D.	OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ___ copy to the issuing office.

14. DECRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

SRP380-15-Q-0139 is amended as follows:

A. To extend deadline of submission from ***September 1, 2015 4:00 PM to September 3, 2015 4:00 PM***.
B. Under Section E. 52.211-10 Commencement, Prosecution and Completion of Work, change completion date from 60 working days to 70 working days
C. To change in its entirety attached original drawings A-01, B01 and C01 and replace updated and complete drawings A-01 to A-08 and E-01.
D. All other terms and conditions remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type of print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or Print)* JOHN A. KIMOWSKI	
15B. CONTRACT/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/27/15

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

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Attachments

Attachment 1: Specifications/Scope of Work
Attachment 2: RSO Biographic Data
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A. PRICE

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

_____ Total Price

A.1 VALUE ADDED TAX

The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

AMERICAN EMBASSY
MANILA, PHILIPPINES
For: Contract No. (to be completed upon award)

D. INSPECTION AND ACCEPTANCE

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

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

D.1 Substantial Completion

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and

(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

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

D.2 Final Completion and Acceptance

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

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

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 Final Inspection and Tests -The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 Final Acceptance - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to:

(a) commence work under this contract within **five calendar days** after the date the Contractor receives the notice to proceed,
(b) prosecute the work diligently, and,
(c) complete the entire work ready for use not later than ***Seventy (70) working days*** after receipt of Notice to Proceed (NTP)

A001

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

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 **PHP9,947.20** for each calendar day of delay until the work is completed or accepted.

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

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as **two (2) calendar days** after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(1) Extend the completion date or obligate the Government to do so,
(2) Constitute acceptance or approval of any delay, or
(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

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

Working Hours

All work shall be performed during **0730 hours to 1630 hours, from Monday thru Friday, excluding Philippine and American holidays (Attachment 3).** Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Preconstruction Conference

A preconstruction conference will be held 2 days after contract award at ***the U.S. Embassy Manila, Seafront Compound*** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

Deliverables - The following items shall be delivered under this contract:			
Description	Quantity	Deliver Date	Deliver To
Section G. Securities/Insurance	1	Within 10 days after award	CO
Section E. Construction Schedule	1	Within 2 days after award	COR
Section E. Preconstruction Conference	1	2 days after award	COR

Section G. Personnel Biographies	1	Within 5 days after award	COR
Description	Quantity	Deliver Date	Deliver To
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is **Facility Manager**

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

G. SPECIAL REQUIREMENTS

G.1.0 RESERVED

G.1.1 RESERVED

G.1.2 RESERVED

G.1.3 RESERVED

G.2.0 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 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	PHP	50,000.00
Cumulative	PHP	150,000.00

2. Property Damage on or off the site in Philippine Peso:

Per Occurrence	PHP	50,000.00
Cumulative	PHP	150,000.00

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional

insured with respect to operations performed under this contract.

G.3.0 Document Descriptions

G.3.1 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. Record Documents. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. RESERVED

G.4.0 Laws and Regulations - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 Construction Personnel - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take twenty-one (21) days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number
Completed RSO biographic data from for each personnel **(Attachment 2)**
2 pcs. 2"x2" black and white ID picture
Original copy of NBI clearance (not more than 6 months old)

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 RESERVED

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): *http://www.acquisition.gov/far/* or *http://farsite.hill.af.mil/vffara.htm*. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at *http://www.statebuy.state.gov/* to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

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

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (NOV 2013)
52.216-7	ALLOWABLE COST AND PAYMENT (JUNE 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
52.222-27	PROMPT PAYMENT CONSTRUCTION (JUL 2013)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JUL 2000)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)

52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (JUL 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.233-1	DISPUTES (JULY 2002) *Alternate I (DEC 1991)*
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21 1997)	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)

52.243-4 CHANGES (JUNE 2007)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEP 1996)*

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.249-14 EXCUSABLE DELAYS (APR 1984)

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

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

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm* .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.236-70 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 that 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.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of
this clause.

652.243-70 NOTICES (AUG 1999)

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

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

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

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Specifications/Scope of Work	10
Attachment 2	RSO Biographic Data	2
Attachment 3	Philippine and American Holidays	1
Attachment 4	***Drawing***	***9***

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J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

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

(1) Be able to understand written and spoken English;
(2) Have an established business with a permanent address and telephone listing;
(3) Be able to demonstrate prior construction experience with suitable references;
(4) Have the necessary personnel, equipment and financial resources available to perform the work;
(5) Have all licenses and permits required by local law;
(6) Meet all local insurance requirements;
(7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
(8) Have no adverse criminal record; and
(9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
Volume	Title	Number of Copies*
I	Standard Form 18 (SF18) including a completed Section A, "PRICE", and a completed Section L, "REPRESENTATIONS AND CERTIFICATIONS".	2
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	2

Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below.

CONTRACTING & PROCUREMENT (C&P)
General Services Office (GSO)
American Embassy Manila
Seafront Compound, Roxas Boulevard
Pasay City 1300

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

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project;

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

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

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **Thursday, 20 August,2015 at 2:00 PM.**

(c) Participants will meet at ***Roxas Boulevard Gate, U.S. Embassy MANILA City (Seafront).***

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: between PHP 1,125,000 and PHP4,500,000.00.

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

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

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: *http://acquisition.gov/far/index.html/* or *http://farsite.hill.af.mil/vffara.htm*. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

PROVISION	TITLE AND DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUL 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

K. EVALUATION CRITERIA

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

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

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

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

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

(a) Definitions

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

(End of provision)

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code(s) for this acquisition is/are:

236118 - Construction Management, residential remodeling
236220 - Construction Management, commercial and institutional building or Warehouse construction
237110 - Construction Management, water and sewage line and related structures
237310 - Construction Management, highway road, street or bridge
237990 - Construction Management, outdoor recreation facility

(2) The small business size standard is **$33.5 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 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 provision at 52.204-7, System for Award Management.

(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 $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 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 Certain Activities or Transactions Relating to Iran-Representation and Certifications. 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:

[*Contracting Officer check as appropriate.*]

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

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

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

(a) *Definitions*. As used in this clause—

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

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

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

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

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

(2) [ ] Outside the United States.

(End of provision)

L.4 AUTHORIZED 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:
Telephone Number:
Address:

L.5 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUNE 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		local nationals:	

takes place in a country where there are local workers' compensation laws		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of **Philippines**.

☒ 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) RESERVED

(End of provision)

PROJECT: Repair of SF Staff Apartment Center Court
SITE: SF Staff Apartment, Seafront Compound, Pasay City

SCOPE OF WORK

C.1 GENERAL

C.1.1 The Contractor shall furnish all required personnel, tools of trade, equipment, materials, transportation, delivery and a competent English speaking Supervisor or Foreman who will stay at the job site every work day throughout the progress of the project in connection with to Repair of SF Staff Apartment Center Court; U.S. Embassy, Seafront Compound, Pasay City in compliance with the set of drawings and technical provisions contained herein.

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

1. Removal of all shrubs plants, high trees, carabao grass.
2. Removal of all lighting post with concrete base and lighting post in the dining area.
3. Demolish all existing catch basin and drainage.
4. Construction of new catch basin and drainage with covering of steel grating and pebble stone at the top.
5. Demolish existing concrete step, and connecting to dining area.
6. Removal of existing barbeque grills but remains the exhaust outlet into the roof.
7. Removal of existing roof, gutter, downspout.
8. Installation of new tegula roof, gutter, and downspout.
9. Removal of flooring tiles at dining area.
10. Installation of new floor tiles.
11. Construction of stamped concrete step, ramp and flooring around water feature.
12. Installation of railing for PWD.
13. Construction of plant box.
14. Construction of concrete ledge for water feature and bricks stone for the exterior finish.
15. Installation of water feature.
16. Layout of rectangular stepping concrete with design of canyon stone.
17. Construction of concrete base and foundation for lighting post.
18. Construction of stamped concrete floor in the trellis.
19. Layout of brick stone at the wall.
20. Installation of circular steel column to concrete base.
21. Installation of rectangular tube supporting for tubular aluminum in analok finish.
22. Installation of lighting fixture in the circular steel column.
23. Installation of led strip light underneath of concrete ledge and spotlight inside the concrete ledge, face to (3) vertical stone at the center.
24. Installation of bollard light.
25. Planting of shrubs plants at the plant box.
26. Planting of carabao grass.
27. Repaint affected wall, wall color to match existing.

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 such 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 according to 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 will satisfy the required condition.
5. In addition to other records required under the contract, Contractor shall maintain the following:
   a. As-Built Drawings: The Contractor shall maintain at the job site two 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 location of all buried utilities that differ from the contract drawings. These drawings shall available for review by the COR at all times.
   b. Post-Project Submittals: After completion of the project and not later than twenty (20) 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 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 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 moun ted 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.3.2 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 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.3.3 STAMPED CONCRETE

1. SCOPE OF WORK

1.1 The work under this section shall include all materials, labor and equipment necessary to achieve a finished product, including but not limited to the items in these specifications and those shown on the working drawings. Work includes, but is not limited to building footings, floor slabs, sidewalks, curb and gutter, driveways, etc. All procedures and materials under this section, where not specifically stated, shall be in accordance with standards and recommendations of the American Concrete Institute's Building Code Requirements for reinforced concrete (ACI 318 - latest edition).

2. MATERIALS

2.1. Cement: Portland cement shall conform to "Standard Specifications for Portland Cement" (ASTM C150 - latest edition) and shall be Type I, IA, III or IIIA.

2.2 Aggregates: Concrete aggregates shall conform to "Standard Specifications for Concrete Aggregates" (ASTM C33 - latest edition). Maximum coarse aggregate size for all members less than four (4) inches in thickness shall be 3/4 inch. For members with thicknesses greater than or equal to four (4) inches, the maximum coarse aggregate size shall be 1-1/2 inches.

2.3. Mixing Water: All water used in concrete shall be from a potable water supply.

2.4. Admixtures: Air-entraining admixtures shall conform to "Standard Specifications for Air-Entrained Admixtures for Concrete" (ASTM C260 -latest edition).

2.5. Concrete Mix Proportions Section 4.3.1. (ACI-318) shall be used for developing mixture portions.

The Contractor shall furnish, for the Engineer's approval, all records to show that his concrete supplier is in compliance with all provisions of Section 4.3.1. If the concrete supplier is unable to furnish all records to comply with Section 4.3.1, Sections 4.3.1.2 and 4.3.2.2 can be used. If no records are available for any of the above ACI Sections, Section 4.3.3.2 shall be used to develop a concrete mix design.

3 EXECUTION

3.1. Concrete Quality

All concrete shown on the working drawings or referred to in the specifications shall be from an approved batch plant and shall have a minimum compressive strength of 2500 psi and a maximum water-cement ratio of 0.64. Air entrainment shall be 5%, more or less, 1% for concrete with maximum aggregate size of 1-1/2 inches and shall be 6%, more or less, 1% for concrete with a maximum aggregate size of 3/4 inch. The concrete shall be of a consistency to work easily into corners, angles of forms and around reinforcement. The slump shall not exceed 4 inches.

3.2 Mixing And Placing Concrete

3.3.1. Preparation of Equipment and Place of Deposit:

a. Before placement, all equipment for mixing and transporting, the concrete shall be cleaned and all debris and ice shall be removed from the places to be occupied by the concrete. Forms shall be thoroughly wetted (except in freezing weather) or oiled and masonry filler units that will be in contact with concrete shall be well drenched (except in freezing weather).

b. Water shall be removed from place of deposit before concrete is placed unless otherwise permitted by the COR. All latents and other unsound

material shall be removed from hardened concrete before additional concrete is added.

c. Expansion joint material shall be placed at all locations where concrete is placed against a structure.

3.3.2. Mixing:

a. Ready mixed concrete shall be mixed and delivered in accordance with "Standard Specification for Ready Mixed Concrete (ASTM C94 - latest edition). Mixing and transporting equipment shall be capable of providing concrete which meets the ASTM C94 requirements for uniformity.

b. For job mixed concrete, the mixer shall be rotated at a speed recommended by the manufacturer. If mixer performance tests are not made, each batch of 1 cubic yard or less shall be mixed for at least 1 minute after all materials are in the mixer. The mixing time shall be increased 15 seconds for each additional cubic yard or fraction thereof. The entire batch shall be discharged before the mixer is recharged.

3.3.3. Conveying:

a. Concrete shall be conveyed from the mixer to the place of final deposit by methods that will prevent separation or loss of materials.

b. Equipment for chuting, pumping and pneumatically conveying concrete shall be of such size and design as to ensure a practically continuous flow of concrete at the delivery end without separation of materials.

3.3.4. Placing:

a. Concrete shall be deposited, as nearly as practicable, in its final position to avoid segregation due to re-handling or flowing. Concrete shall be placed at such a rate that it is at all times plastic and flows readily. No concrete contaminated by foreign material shall be used nor shall re-tempered concrete be used unless approved by the Engineer.

b. When placing is started, it shall be carried on as a continuous operation until placement is completed.

c. All concrete shall be thoroughly consolidated during placement. It shall be thoroughly worked around embedded fixtures and into the corners of the forms.

C.3.4 ROOF INSTALLATION

1. Preparatory Works

1.1 Removal of existing metal roofing system shall be done carefully to avoid damaging other existing structures that will be retained.

1.2 Affected existing electrical conduit runs and other utilities shall be temporarily braced in place.

1.3 Replace all ceiling of roof eaves around the structure with ¼"-thick marine plywood.

2. Roofing Panels

2.1 Roof panel shall be pre-painted steel ribbed typed long span or COR approved equivalent. Gauge No. 24 or 0.50mm thick, with factory hot dipped zinc coating at nominal coating of 380gm/m2, oven baked paint finish of epoxy primer and polyester paint, total dry paint. Color of roof and other metal accessories shall be "Baguio Green" or as approved by COR.

2.2 New gutters, ridge rolls and flashings shall be the same materials as long panel. Flashings and ridge rolls shall be gauge no. 24 or 0.50mm thick and installed closely fitted into the roof panels. Gutters shall be gauge no. 24 or 0.50mm thick whichever is thicker and installed properly sloped towards the downspouts inlets. To conform with bottom dimension of new gutters, replace the existing gutter hangers with same material.

2.3 New downspouts pipe shall be 3" diameter PVC pipe with thickness of 4.6mm or schedule 40. Pipe shall be properly installed, sealed around joints and connected to the new roof gutter at position located on drawings. New PVC downspouts shall be applied with three (3) coats of quick dry enamel paint or approved equivalent.

2.4 New stainless strainer shall be properly installed and connected to the new roof gutter.

3. Metal Finishes

3.1 General: Apply coating either before or after forming and fabricating panels, as required for maximum coating performance capability. Protect coating either by application of strippable film or by packing plastic film or other suitable materials between panels in a manner to properly protect the finish. Furnish air-drying spray finish in matching color for touch-up.

3.2 Color: A selected by COR from the manufacturer's standard colors.

3.3 Siliconized Polyester Coating: Factory applied baked-on coating consisting of epoxy primer and silicone modified polyester enamel top coat, with dry film thickness of not less than 0.2 mil for primer and 0.50 mil for topcoat.

4. EXECUTION

4.1 Removal of Existing Roof Panels

a) Contractor shall erect scaffolds on the south side of the building for access to and from the main roof. Use steel scaffolds. All areas that will be affected by removal and installation works shall be well covered and protected.

b) Contractor shall fence off with temporary barriers or yellow caution tapes below the work area to save personnel and visitors of the building and other persons from harm.

c) The old roofing materials shall be removed carefully section by section, brought down and stored at the designated disposal area.

d) Salvage and old materials removed shall belong to the Contractor and removed from the job-site daily by the Contractor.

e) Domestic rubbish containers on the premises shall not be utilized by the Contractor for storage or disposal of construction rubbish.

f) All work areas must be cleaned by end of work day.

g) The roof must be closed at the finish of each day. Provide tarpaulin cover on the termination of old and new roof panels and edge flashings. <u>No exception.</u>

4.2 Roof Panel Installation

a) General: Comply with manufacturer's instructions and recommendations for installation, as applicable to project conditions and supporting substrates. Anchor panels and other components of the work securely in place, with provisions for thermal and structural movement. Contractor shall submit sheet installation procedure.

b) Field cutting of exterior panels by torch is not permitted.

c) Accessories: Install components required for a complete roof panel system, including trim, copings, fascia, mullions, sills, corner units, ridge closure, clips, seams covers, battens, flashings, gutters, louvers, sealants, gaskets, fillers, closure strips and similar items.

d) Joint Sealers: Install gasket, joint fillers, and sealants where indicated and where required for weatherproof performance of panel systems. Provide types of gaskets, sealants, and fillers recommended by panel manufacturer.

e) Flash and seal roof panels at eave and rake with rubber, neoprene, or other closures to exclude weather.
f) Cleaning and Protection: Remove temporary protective coverings and strippable films (if any) as soon as each panel is installed. Upon completion of panel installation, clean finished surfaces as recommended by panel manufacturer, and maintain in a clean condition during construction.

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 of **Php 9,947.20** shall be assessed for each day the work remains incomplete beyond the work deadline.
4. The Contractor shall guarantee workmanship for one (1) year determined from the date of final acceptance.

C.6 WORKING HOURS

1. Working hours shall be from 0730 hours to 1630 hours, Monday thru Friday.
2. Request for Saturday, Sunday, Holiday, and After-office-hour works shall be submitted to the COR at least two (2) days in advance for the approval of the Security Office.

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. 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 lockers space which shall be kept clean, orderly and secure at all times.

C.10 CONTRACTOR-FURNISHED ITEM

1. MATERIALS
   a. The Contractor shall provide all labor, materials, transportation and deliveries to perform such services required under this contract.
   b. The Contractor shall put up temporary barriers or yellow 'CAUTION' tapes to keep away people and/or vehicles from work site.

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

C.11 SPECIFIC TASK

A001

1. The Contractor guaranties to complete the work within **Seventy (70) working days** from the date of Notice to Proceed.
2. The Contractor shall submit to the COR or GTM a 'Daily Log Sheet', completed daily. Data to be reported includes 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 TASK

1. The Contractor shall continuously, during progress of work, remove and dispose-off 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 device necessary for protection.
4. The Contractor shall be responsible for all injuries to his employees/workers.

ATTACHMENT #2

RSO BIOGRAPHIC DATA

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 Birth:_____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):
_____

E. 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 Barangay clearance**
- **Original copy of Police clearance**
- **Biographic data sheet**
- **Cover memo from Employer/Section Head**
- **2X2 photo**

FOR BADGE RENEWALS ONLY

- **Cover memo from Employer/Section Head**
- **Biographic data form**
- **2x2 photo**

ATTACHMENT #3

PHILIPPINE AND AMERICAN HOLIDAYS FOR THE CALENDAR YEAR 2015

Holiday	Nationality	Legal Date	Closing Date
New Year's Day	U.S./PHL	Jan 1, Thurs	Jan 1, Thurs
Special Non-Working Day	PHL	Jan 2, Fri	Jan 2, Fri
M. L. King Jr. Day	U.S.	Jan 19, Mon	Jan 19, Mon
U.S. President's Day	U.S.	Feb 16, Mon	Feb 16, Mon
Maundy Thursday	PHL	Apr 2, Thurs	Apr 2, Thurs
Good Friday	PHL	Apr 3, Fri	Apr 3, Fri
Philippine Labor Day	PHL	May 1. Fri	May 1. Fri
U.S. Memorial Day	U.S.	May 25, Mon	May 25, Mon
Philippine Independence Day	PHL	June 12, Fri	June 12, Fri
U.S. Independence Day	U.S.	July 4, Sat	July 3, Fri
Eid'l Fitr	PHL	TBA	TBA
U.S. Labor Day	U.S.	Sept 7, Mon	Sept 7, Mon
Columbus Day	U.S.	Oct 12, Mon	Oct 12, Mon
U.S. Veterans Day	U.S.	Nov 11, Wed	Nov 11, Wed
U.S. Thanksgiving Day	U.S.	Nov 26, Thurs	Nov 26, Thurs
Special Non-Working Day	PHL	Dec 24, Thurs	Dec 24, Thurs
Christmas Day	U.S./PHL	Dec 25, Fri	Dec 25, Fri
Rizal Day	PHL	Dec 30, Wed	Dec 30, Wed
Last Day of the Year	PHL	Dec 31, Thurs	Dec 31, Thurs

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

(a) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.