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# REQUEST FOR QUOTATIONS

## 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, overhead and profit.

_____ Total Price

## B. SCOPE OF WORK

The Embassy of the United States of America requires professional services and prospective contractors to submit a quotation **to extend top of the perimeter wall for security and fall protection compliance in the NEC**, Clayton, Panama City, Republic of Panama, 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.
Contactor employees shall be on site only for contractual duties and not for other business purposes.

## C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

***US Embassy Panama***
***Demetrio Lakas Street, Bldg 783, Clayton***
***Panama City, Panama***

## 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 Officer shall issue to the Contractor a notice of final acceptance and make final payment 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 (5) working 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 ***45 calendar days***.

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

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 "***5 working*** 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 ***Monday thru Saturday from 8 am to 5 pm***. 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 10 days after contract award at the Embassy Compound, Demetrio Lakas #783, Clayton 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 | Delivery Date | Deliver to |
|---|---|---|---|
| Section G. Securities/Insurance | 1 | 10 days after award | CO |
| Section E. Construction Schedule | 1 | 5 working days after award | COR |
| Section E Preconstruction Conference | 1 | 10 days after award | COR |
| Section G. Personnel Biographies | 1 | 5 working days after award | COR |
| Section F. Payment Request | 1 | last calendar day of each mo | 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

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

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

(b) The COR for this contract is ***the Facilities Engineer***

F.2 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.

The contractor shall **deliver** invoices to:

***U.S. Embassy Panama***
***Demetrio Lakas Street, Bldg 783***
***Clayton, Panama City, Panama***

G. SPECIAL REQUIREMENTS

G.1 Reserved

G.2 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:

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 US Dollars:

   (a) Per Person $ ***25,000***
   (b) Per Occurrence $ **50,000**

2. Property Damage on or off the site in US Dollars:
   (a) Per Occurrence $***25,000***

***3. Workers' Compensation and Employer's Liability:***
   ***(a) Workers' Compensational and Occupational Disease Statutory, as required by Panamanian law***
   ***(b) Employee's Liability $25,000***

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.

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 there from, except in the instance of gross negligence on the part of the Government.

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

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 Document Descriptions

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.

**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.

"As-Built" Documents:
After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
(2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4 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.

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.

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.

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

G.5 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.

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.

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 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 Special Warranties

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.

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 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 Zoning Approvals and Permits

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

| | | |
|---|---|---|
| 52.204-9 | PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | Jul 2010 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL 2010 |
| 52.213-4 | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS OTHER THAN COMMERCIAL ITEMS | SEP 2006 |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | OCT 2010 |
| 52.222-19 | CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES | FEB 1997 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | AUG 2009 |
| 52.225-10 | NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM— CONSTRUCTION MATERIALS | FEB 2009 |
| 52.223-18 | CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING | FEB 2000 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | SEP 2010 |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | JUN 2008 |
| 52.228-4 | WORKERS' COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS | FEB 2000 |
| 52.228-5 | INSURANCE - WORK ON A GOVERNMENT INSTALLATION | APR 1984 |
| 52.228-11 | PLEDGES OF ASSETS | JAN 1997 |
| 52.228-13 | ALTERNATIVE PAYMENT PROTECTION | SEP 2009 |
| 52.229-6 | TAXES – FOREIGN FIXED PRICE CONTRACTS | JUL 2000 |
| 52.232-5 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS | JUN 2003 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | SEP 2002 |
| 52.232-11 | EXTRAS | FEB 2002 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-24 | PROHIBITION OF ASSIGNMENT OF CLAIMS | APR 1984 |
| 52.232-27 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS | JAN 1986 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION | OCT 2008 |
| 52.233-1 | DISPUTES<br>ALTERNATE I | MAY 1999 |
| 52.233-3 | PROTEST AFTER AWARD | JUL 2002<br>DEC 1991 |
| 52.236-2 | DIFFERING SITE CONDITIONS | AUG 1996 |
| 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 | APR 1984 |
| 52.236-8 | OTHER CONTRACTS | NOV 1991 |
| 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 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION | APR 1984 |
| 52.236-26 | PRECONSTRUCTION CONFERENCE | FEB 1997 |
| 52.242-14 | SUSPENSION OF WORK | FEB 1995 |
| 52.243-4 | CHANGES | APR 1984 |
| 52.243-5 | CHANGES AND CHANGED CONDITIONS | JUNE 2007 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | APR 1984 |
| 52.245-9 | USE & CHARGES | AUG 2009 |
| 52.246-12 | INSPECTION OF CONSTRUCTION | AUG 2010 |
| 52.246-21 | WARRANTY OF CONSTRUCTION | AUG 1996 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I | APR 1984 |
| 52.249-14 | EXCUSABLE DELAY | MAY 2004 |
| 52.249-10 | DEFAULT (FIXED-PRICE CONSTRUCTION) | APR 1984 |

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) 48 CFR Chapter 6) CLAUSES:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

(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)

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.

**SECTION I - LIST OF ATTACHMENTS**

| ATTACHMENT NO. | DESCRIPTION OF ATTACHMENT | NO.PAGES |
|---|---|---|
| Attachment 1 | Scope of Work | 5 |
| Attachment 2 | Panama Top of Wall Extension Detail | 1 |
| Attachment 3 | South Perimeter Wall Table | 1 |
| Attachment 4 | South Elevation Perimeter Wall | 1 |
| Attachment 5 | Breakdown of Proposal Price | 1 |

## J – QUOTATION INFORMATION

### J.1. 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.

### J.2. 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.

Summary of Instructions
Each quotation must consist of the following:

| Volume | Title | No. of Copies* |
|---|---|---|
| 1 | Executed Standard Form 18 including a completed Attachment 2, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS” | 2 |
| 2 | Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal. | 2 |

Submit the complete quotation to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 18.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

**Volume 2:** Performance schedule, Business Management/Technical Proposal and drawing of proposed design.

(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 activity and its planned commencement and completion date.

i. Contractor will provide number of construction personnel to perform work in proposal.

(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.

J.3. 52.236-27 SITE VISIT (FEB 1995)

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

(b) A site visit has been scheduled for ***Thursday August 4, 2011 at 10:00 a.m.***

***(c)*** Participants will meet at the ***US Embassy, Ave. Demetrio Lakas #783, Clayton, Panama City, Panama.***

J.4. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be ***less than $25,000.00.***

J.5. LATE QUOTATIONS**.** Late quotations shall be handled in accordance with FAR

J.6. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

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

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

J.7. FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

**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.

52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)
The Government will evaluate offers for award purposes by including only the price for the basic requirement; *i.e.,* options will not be included in the evaluation for award purposes.
(End of provision)

## 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 (3l 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. 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or DUNS+4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number if a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

An offeror may obtain a DUNS number-

- If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
- If located outside the United States, by contacting the local Dun and Bradstreet office.

The offeror should be prepared to provide the following information:

- Company legal business name.
- Tradestyle, doing business, or other name by which your entity is commonly recognized.
- Company physical street address, city, state and Zip Code.
- Company mailing address, city, state and Zip Code (if separate from physical)
- Company telephone number
- Date the company was started.
- Number of employees at your location.
- Chief executive officer/key manager.
- Line of business (industry)
- Company Headquarters name and address (reporting relationship within your entity).

L.3. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is *238990*.

(2) The small business size standard is *$17 million.*

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

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

[ ] (i) Paragraph (d) applies.

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

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

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

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

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

(vi) 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.

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

(viii) 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.

(ix) 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.

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

(xi) 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.

(xii) 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.

(xiii) 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.

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

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

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 $67,826, the provision with its Alternate II applies.

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

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

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

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

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

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

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

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

(A) __ (A) Basic.

(B) __ (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) __ 52.223-13, Certification of Toxic Chemical Release Reporting.

(vii) __ 52.227-6, Royalty Information.

(A) __ Basic.

(B) __ Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [***offeror to insert changes, identifying change by clause number, title, date***]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR CLAUSE # | TITLE | DATE | CHANGE |
|---|---|---|---|
| | | | |

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

(End of provision)

L.4. 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—

(6) 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
(7) Outside the United States.

L.5. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

_____

Telephone Number: _____

L.6. **652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)**

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

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

(b) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also 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.

(c) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

L.7. 52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN – CERTIFICATION (SEP 2010)

(a) *Definition*.

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other

nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) *Certification*. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) *Exception for trade agreements*. The certification requirement of paragraph (b) of this provision does not apply if—

(1) This solicitation includes a trade agreements certification (*e.g.*, 52.225-4, 52.225-11 or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

# ATTACHMENT # 1 – SCOPE OF WORK

## 1.0 GENERAL DESCRIPTION:

**Introduction**:
The Embassy of the United Stated of America requires professional services and prospective contractors to submit a quotation to EXTEND TOP of PERIMETER WALL for SECURITY and FALL PROTECTION COMPLIANCE in the NEC, Clayton, Panama City, Republic of Panama.

**Description of Project:**
Remove carefully, and salvage for reinstallation, existing cap stone tiles and metal flashing on top of wall. Provide reinforced hollow concrete block to the height indicated to match concrete wall thickness, provide stucco to match adjacent areas, reinstall metal flashing and cap stone tiles. The work shall increase the height of the wall to 2.75 meters minimum on the attack side and to 1.07 meters minimum on the protected side, whichever is lower.

**Existing Condition:**
The reinforced concrete perimeter wall has several segments with heights lower than 2.75 (9'-0") meters on the attack side, and several segments with heights lower than 1.07 (42") meters on the protected side which constitutes a safety fall hazard in accordance with SHEM regulations.

## 2.0 GENERAL REQUIREMENTS:

Under this Scope of Work (SOW), the Contractor shall remove carefully, and salvage for reinstallation, existing cap stone tiles and metal flashing on top of wall. Drill and grout #5 vertical reinforcement steel bars @ 400 mm. Provide hollow concrete blocks with grouted cells and #3 horizontal reinforcement continuous steel bars every course to the height indicated to match concrete wall thickness. See PANAMA TOP of WALL EXTENSION DETAIL. Provide stucco to match adjacent areas, reinstall metal flashing and cap stone tiles. The work shall increase the height of the wall to 2.75 meters minimum on the attack side and to 1.07 meters minimum on the protected side, whichever is lower. See SOUTH ELEVATION PERIMETER WALL and corresponding SOUTH PERIMETER WALL TABLE.

Thoroughly clean the area. Dispose of properly all debris and surplus materials.
If more feasible, the Contractor shall propose to substitute hollow concrete blocks by poured concrete with compressive strength of 3,500 psi.

## 3.0 SCOPE OF WORK:

The Embassy of the United Stated of America invites prospective offerors to submit a quotation with a breakdown of proposal prices for the following work.

**<u>SUBJECT TO AVAILABILITY OF FUNDS:</u>**

**Contractor shall provide:**

### A. DEMOLITION

1. Remove carefully, and salvage for reinstallation, existing cap stone tiles and metal flashing on top of wall.

**B. NEW WORK**

1. Drill and grout #5 vertical reinforcement steel bars @ 400 mm on centers.
2. Provide hollow concrete blocks with grouted cells and #3 horizontal reinforcement continuous steel bars every course to the height indicated to match concrete wall thickness.
3. Provide stucco to match adjacent areas in texture and color.
4. Reinstall metal flashing and cap stone tiles.
5. Fill joints with a fortified SIKA Construction Joint material. Before starting to grout, remove spacers and debris in grout and remove dust and dirt using a damp sponge. Do not leave water standing in joints. Do not clean tiles with acid cleaners. Grout or filling material shall be similar or equal to SIKA Construction Joint Sealant No. 1A . Grout joint width shall be 1/4" (6 mm).
6. Contractor shall conduct final clean up and proper construction debris disposal in accordance with local regulations.

4.0 PERIOD OF PERFORMANCE AND DELIVERABLEES:

4.1 Period of Performance:

The Contractor shall be required to:

(a) Commence within five (5) working days after the date the Contractor receives the Notice to Proceed (NTP).

(b) Complete the entire work ready for use not later than forty five (45) calendar days after receiving the NTP.

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

4.2 Deliverables:

The Contractor shall deliver *a Construction Schedule to the COR five (5) days after the award of the contract.*

**5.0 WARRANTY:**

The installation and materials of all civil works will be guaranteed during a one-year period from the date of the final acceptance by the U.S. Government.

**6.0 CONTRACTOR INCLUSIONS:**

6.1 Contractor will provide all labor, expendable materials, tools and equipment to perform a complete job.

6.2 Contractor will provide cold water for employees while on site.

6.3 Contractor will remove daily all trash from site and dispose of properly.

6.4 Contractor will provide all work trash containers and remove from site.

6.5 Contractor will provide a Performance Work Schedule in the form of a "bar chart" with his proposal, which will include number of working days from start to completion date for each activity.

6.6 Contractor will remove daily all unused construction materials.
6.7 Contractor work will be performed Monday through Saturday from 8:00 a.m. until 5:00 p.m.
6.8 Contractor will provide number of construction personnel to perform work with his proposal.
6.9 Contractor will provide an onsite quality control supervisor/foreman to direct contractor personnel.
6.10 Contractor will provide written proof of health insurance of all onsite contractors' employees working.
6.11 Contractor and sub-contractors will provide a first aid kit for their employees on site.
6.12 Contractor will provide a one-year guarantee of construction that it will be free of defects. See Warranty.
6.13 USG facilities personnel will escort contractor's employees all time.
6.14 Contractor will provide name and cedula numbers of all contract employees ten (10) working days prior to start of work. Provide all vehicle license plate numbers that are required to enter site-requiring clearance in advance.

7.0 **CONTRACTOR EXCLUSIONS:**

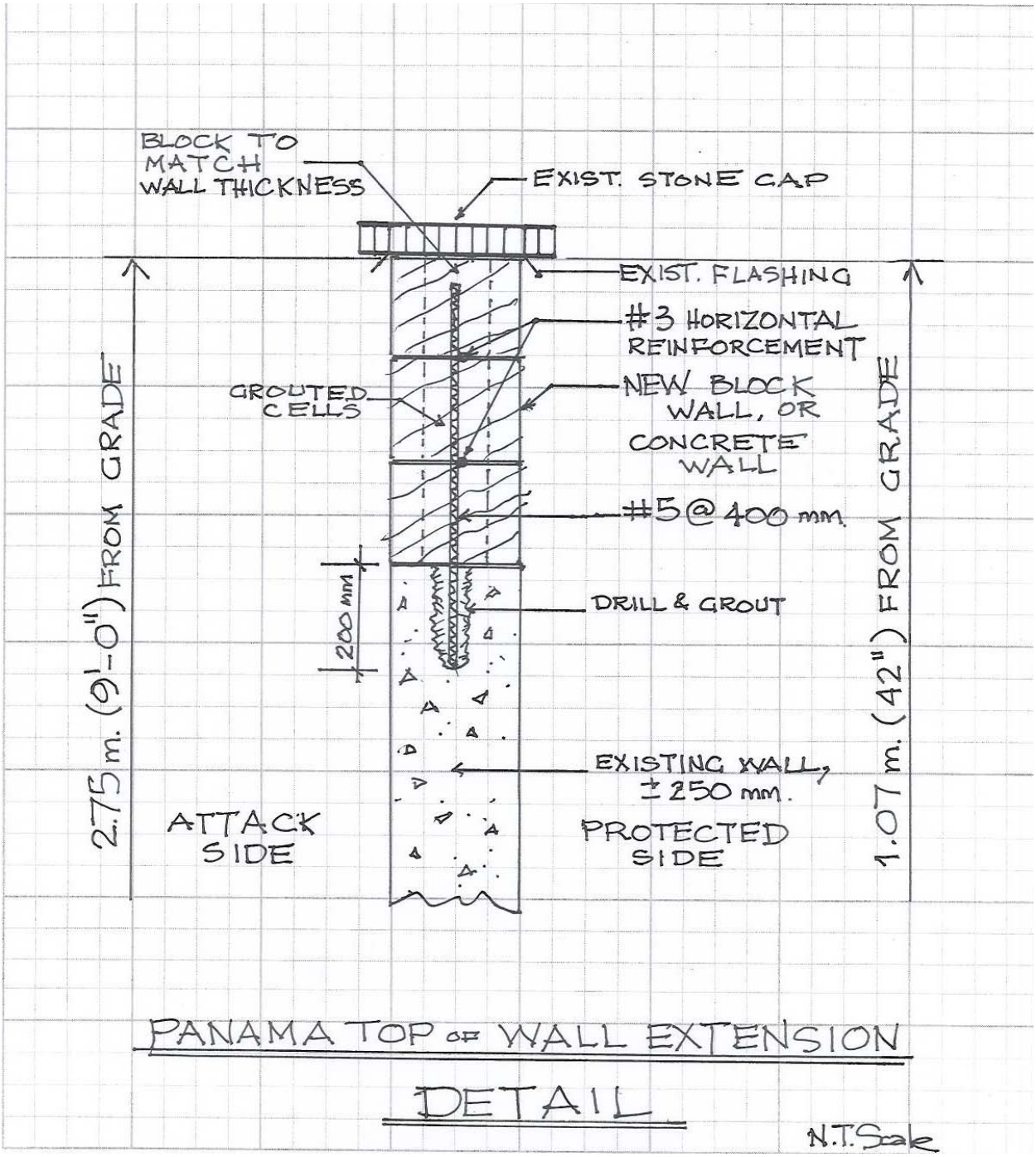
**7.1** Any additional work other than specified.

8.0 **RELATED DOCUMENTS:**

8.1 Contract Drawing and Details
- 8.1.1 Location Plan
- 8.1.2 Architectural Floor Plan

8.2 Contract Reference Specifications
- 8.2.1 Section 00000 – Hollow Concrete Blocks

**ATTACHMENT 2 - PANAMA TOP OF WALL EXTENSION DETAIL**

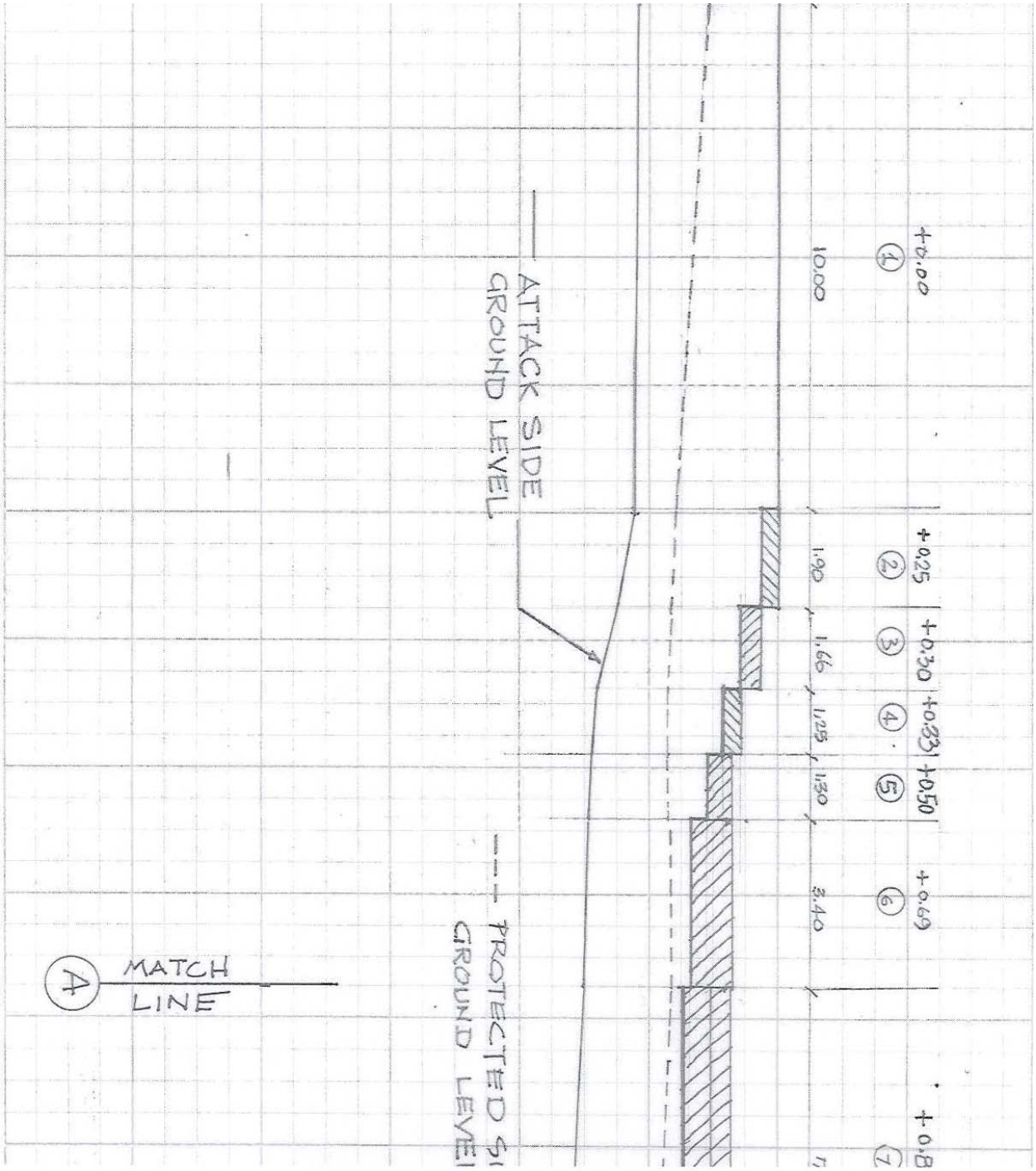


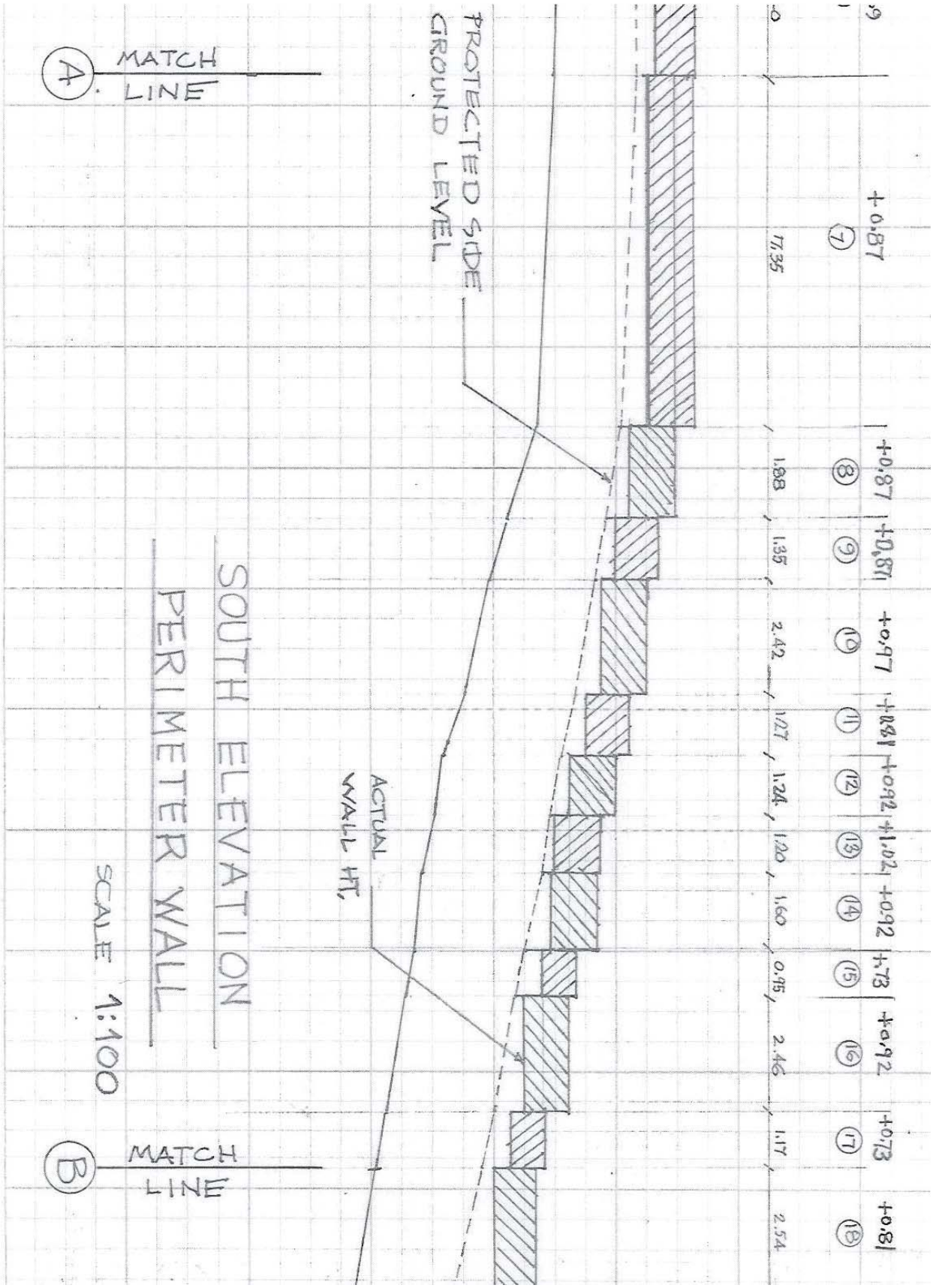
**ATTACHMENT #3 - SOUTH PERIMETER WALL TABLE**

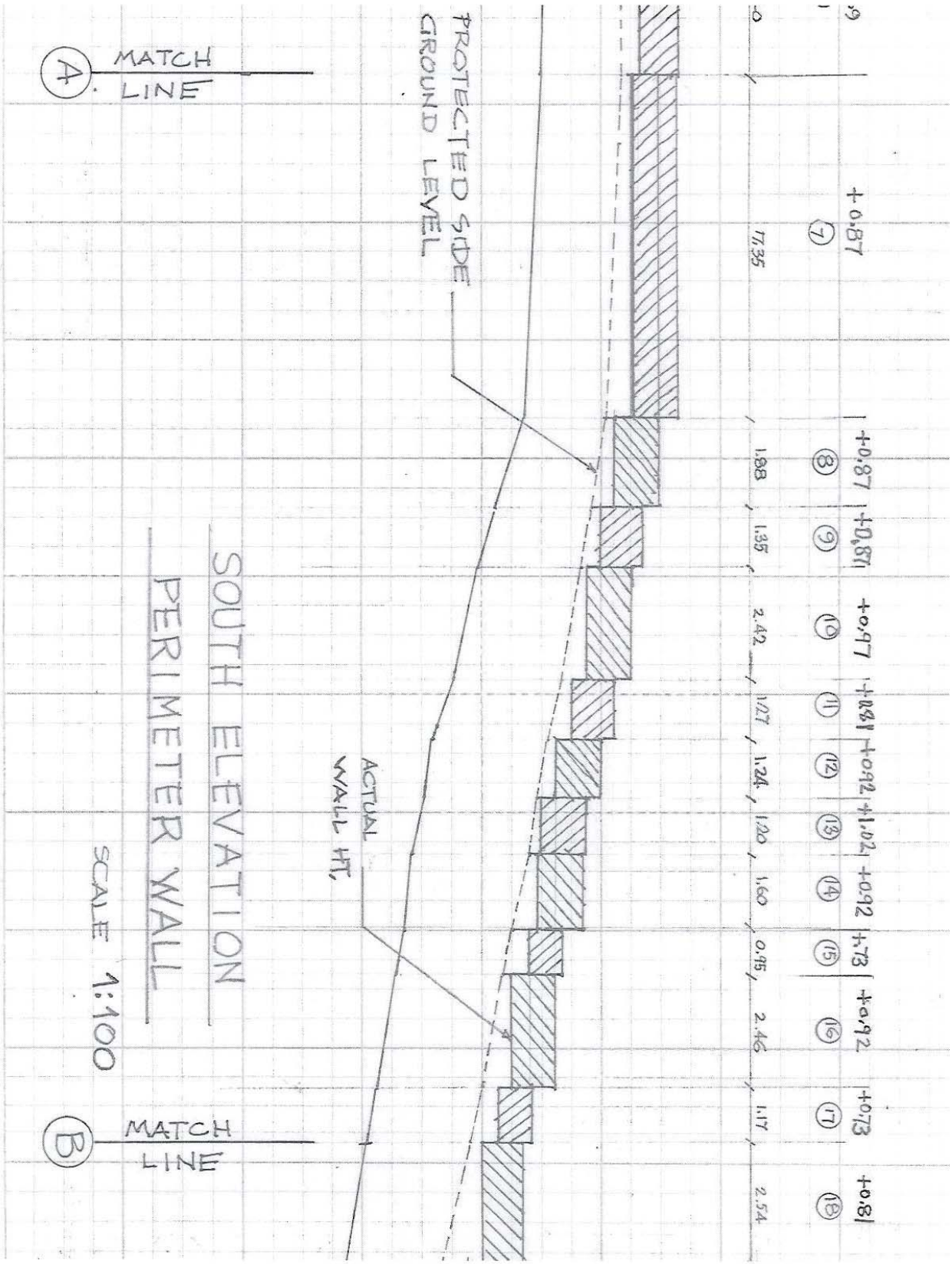
SOUTH PERIMETER WALL TABLE

| | A | B | C | D | E | F | G | H | I |
|---|---|---|---|---|---|---|---|---|---|
| 1 | STEP | Length | Ht-out | Ht-in | Add'lHt-out | Add'lHt-in | Add'lHt-Min | Blocks-Ht | Area-m2 |
| 2 | 1 | 10.00 | 2.75 | 1.35 | 0.00 | -0.28 | 0.00 | 0.00 | 0.00 |
| 3 | 2 | 1.90 | 2.50 | 1.70 | 0.25 | -0.63 | 0.25 | 0.40 | 0.76 |
| 4 | 3 | 1.66 | 2.45 | 1.34 | 0.30 | -0.27 | 0.30 | 0.40 | 0.66 |
| 5 | 4 | 1.25 | 2.42 | 1.05 | 0.33 | 0.02 | 0.33 | 0.40 | 0.50 |
| 6 | 5 | 1.30 | 2.25 | 0.75 | 0.50 | 0.32 | 0.50 | 0.60 | 0.78 |
| 7 | 6 | 3.40 | 2.06 | 0.43 | 0.69 | 0.64 | 0.69 | 0.80 | 2.72 |
| 8 | 7 | 7.35 | 1.90 | 0.20 | 0.85 | 0.87 | 0.87 | 1.00 | 7.35 |
| 9 | 8 | 1.88 | 1.88 | 0.20 | 0.87 | 0.87 | 0.87 | 1.00 | 1.88 |
| 10 | 9 | 1.35 | 2.25 | 0.20 | 0.50 | 0.87 | 0.87 | 1.00 | 1.35 |
| 11 | 10 | 2.42 | 2.32 | 0.10 | 0.43 | 0.97 | 0.97 | 1.00 | 2.42 |
| 12 | 11 | 1.27 | 2.52 | 0.26 | 0.23 | 0.81 | 0.81 | 0.80 | 1.02 |
| 13 | 12 | 1.24 | 2.57 | 0.15 | 0.18 | 0.92 | 0.92 | 1.00 | 1.24 |
| 14 | 13 | 1.20 | 2.44 | 0.05 | 0.31 | 1.02 | 1.02 | 1.00 | 1.20 |
| 15 | 14 | 1.60 | 2.62 | 0.15 | 0.13 | 0.92 | 0.92 | 1.00 | 1.60 |
| 16 | 15 | 0.95 | 2.63 | 0.34 | 0.12 | 0.73 | 0.73 | 0.80 | 0.76 |
| 17 | 16 | 2.46 | 2.44 | 0.15 | 0.31 | 0.92 | 0.92 | 1.00 | 2.46 |
| 18 | 17 | 1.17 | 2.54 | 0.34 | 0.21 | 0.73 | 0.73 | 0.80 | 0.94 |
| 19 | 18 | 2.54 | 2.44 | 0.26 | 0.31 | 0.81 | 0.81 | 0.80 | 2.03 |
| 20 | 19 | 1.23 | 2.60 | 0.56 | 0.15 | 0.51 | 0.51 | 0.60 | 0.74 |
| 21 | 20 | 0.66 | 2.55 | 0.50 | 0.20 | 0.57 | 0.57 | 0.60 | 0.40 |
| 22 | 21 | 0.63 | 2.48 | 0.32 | 0.27 | 0.75 | 0.75 | 0.80 | 0.50 |
| 23 | 22 | 1.60 | 2.38 | 0.14 | 0.37 | 0.93 | 0.93 | 1.00 | 1.60 |
| 24 | 23 | 2.48 | 2.49 | 0.18 | 0.26 | 0.89 | 0.89 | 1.00 | 2.48 |
| 25 | 24 | 2.54 | 2.58 | 0.35 | 0.17 | 0.72 | 0.72 | 0.80 | 2.03 |
| 26 | 25 | 2.53 | 2.54 | 0.64 | 0.21 | 0.43 | 0.43 | 0.40 | 1.01 |
| 27 | 26 | 3.62 | 2.52 | 0.70 | 0.23 | 0.37 | 0.37 | 0.40 | 1.45 |
| 28 | Estimated Total 0.40X0.20 Hollow Blocks Area | | | | | | | | 39.88 |
| 29 | Quantity of 0.40X0.20 Hollow Blocks | | | | | | | | 498.48 |

**ATTACHMENT #4 - SOUTH ELEVATION PERIMETER WALL**




+0.87
+0.87
+0.87
+0.97
+0.91
+0.92
+1.02
+0.92
+0.73
+0.92
+0.73
+0.81
7
8
9
10
11
12
13
14
15
16
17
18
17.35
1.88
1.35
2.42
1.27
1.24
1.20
1.60
0.95
2.46
1.17
2.54
PROTECTED SIDE GROUND LEVEL
ACTUAL WALL HT.
A MATCH LINE
B MATCH LINE
SOUTH ELEVATION
PERIMETER WALL
SCALE 1:100


MATCH LINE
A
PROTECTED SIDE GROUND LEVEL
ACTUAL WALL HT.
SOUTH ELEVATION
PERIMETER WALL
SCALE 1:100
MATCH LINE
B
+0.87
+0.87
+0.87
+0.97
+0.91
+0.92
+1.02
+0.92
+0.73
+0.92
+0.73
+0.8
7
8
9
10
11
12
13
14
15
16
17
18
17.35
1.88
1.35
2.42
1.27
1.24
1.20
1.60
0.95
2.46
1.17
2.54

# ATTACHMENT #5 - BREAKDOWN OF PRICE PROPOSAL

## BREAKDOWN OF PRICE PROPOSAL

| DETAIL | | QTY. | UNIT | LABOR | MATERIALS | OVERHEAD | PROFIT | TOTAL COST |
|---|---|---|---|---|---|---|---|---|
| **1.** | **Extend Top Of Perimeter Wall in NEC** | 1 | **Total** | | | | | |
| CLIN 001 | Mobilization to work site | 1 | job | | | | | |
| CLIN 002 | Demolition: removal of stone and metal flashing | 1 | job | | | | | |
| CLIN 003 | Steel reinforcement. | 1 | job | | | | | |
| CLIN 004 | Provide Concrete hollow blocks or Formwork | 1 | job | | | | | |
| CLIN 005 | Pouring of concrete to fill concrete hollow blocks or Formwork | 1 | job | | | | | |
| CLIN 006 | Provide stucco on wall extension | 1 | job | | | | | |
| CLIN 007 | Installation of metal flashing | 1 | job | | | | | |
| CLIN 008 | Installation of stone and construction joint sealant | 1 | job | | | | | |
| CLIN 009 | Paint entire wall, including existing wall and wall extension | 1 | job | | | | | |
| CLIN 010 | Final clean-up | 1 | job | | | | | |