SUBJECT: Solicitation Number 19BN1522R0002, New office construction on second floor.

The Embassy of the United States of America invites you to submit a proposal for the construction of new office in the Chancery general work area on the second floor.

If you are interested in submitting a proposal on this project, read the instructions in Section L of the attached Request for Proposals (RFP).

If you intend to submit a proposal, you should thoroughly examine all documents contained in the contract solicitation package. The Embassy intends to conduct a site visit (see L.6, 52.236-27) and hold a pre-proposal conference. All prospective offerors who have received a solicitation package are invited to attend. The conference will be held at US Embassy Cotonou on **May 12th at 3:00PM** local time. Submit any questions you may have concerning the solicitation documents in writing by May 6th, 2022. Responses will be sent in writing to all contractors on our list of interested parties.

Your proposal must be submitted in electronic version to cotonougsobids@state.gov on or before **10:00AM local time on May 25th, 2022**. No proposal will be accepted after this time.

Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

In order for a proposal to be considered, you must also complete and submit the following:

1. Section B and Attachment 4, Proposal Breakdown by Divisions;
2. Section K, Representations and Certifications;
3. Bar Chart illustrating sequence of work to be performed;
4. Additional information as required in Section L.

The contract will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its proposal accordingly.

Please be advised that each offeror is responsible for furnishing complete information to its subcontractor and suppliers, such as details and quantities required by the drawings and specifications. Subcontractors and
suppliers should not be referred to the Embassy or the Architect for determining the amount or quantities of materials required.

The construction completion time is 175 calendar days at Notice to Proceed, commencing on 130 days after Notice of Proceed. In the event of an unauthorized or unexcused delay in completing the project, liquidated damages in the amount of $125.00 per calendar day will be assessed until substantial completion of the project is achieved.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Embassy reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

**Offeror is required to be registered in SAM at [www.sam.gov](http://www.sam.gov) when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.**

Please direct any questions regarding this solicitation to Laurel C Delmonico by email only at cotonougsobids@state.gov

Sincerely,

[Signature]

Laurel C Delmonico
Contracting Officer
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G. SPECIAL REQUIREMENTS
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J. QUOTATION INFORMATION
K. EVALUATION CRITERIA
L. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

ATTACHMENTS:
   Attachment 1: Standard Form 25, “Performance and Guaranty Bond”
   Attachment 2: Breakdown of Price by Divisions of Specifications
   Attachment 3: Specifications & Drawing
11. The Contractor shall begin performance within 130 calendar days and complete it within 175 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See ______________.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? 12B. CALENDAR DAYS
(If “YES,” indicate within how many calendar days after award in Item 12B.)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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<tr>
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</tbody>
</table>

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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Electronical submission of offers to perform the work required are due at the place specified in Item 8 by 10:00AM local time on May 25, 2022. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is not required.

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

D. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.
OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

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

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

19. ACKNOWLEDGMENT OF AMENDMENTS
   The offeror acknowledges receipt of amendments to the solicitation – give number and date of each

   AMENDMENT NO.

   DATE

   20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

   20B. SIGNATURE

   20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

   ITEM

   25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

   □ 10 U.S.C. 2304(c)(    )   □ 41 U.S.C. 253(c)(    )

26. ADMINISTERED BY

   CODE

   27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

30B. SIGNATURE

30C. DATE

31A. NAME OF CONTRACTING OFFICER (Type or print)

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

31D. AWARD DATE

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)
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 (including all labor, materials, overhead and profit) |

A.1 **VALUE ADDED TAX**

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:

The American Ambassador  
US Embassy Cotonou  
Boulevard de la Marina  
01 BP 2012  
Attn: GSO  
Cotonou, Benin

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 130 calendar days after the date the Contractor receives the notice to proceed,
(b) prosecute the work diligently, and,
complete the entire work ready for use not later than 175 calendar days after Notice of Proceed.
The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 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 $125.00 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 10 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 Embassy normal working hours, Monday thru Thursday from 08:08 to 17:30 and Fridays from 07:30 thru 13:30. 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

N/A.

<table>
<thead>
<tr>
<th>DELIVERABLES</th>
<th>The following items shall be delivered under this contract:</th>
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<tbody>
<tr>
<td>Description</td>
<td>Quantity</td>
</tr>
<tr>
<td>Section G. Securities/Insurance</td>
<td>1</td>
</tr>
<tr>
<td>Section E. Construction Schedule</td>
<td>1</td>
</tr>
<tr>
<td>Section E. Preconstruction Conference</td>
<td>1</td>
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<tr>
<td>Section G. Personnel Biographies</td>
<td>1</td>
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<tr>
<td>Section F. Payment Request</td>
<td>1</td>
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<tr>
<td>Section D. Request for Substantial Completion</td>
<td>1</td>
</tr>
<tr>
<td>Section D. Request for Final Acceptance</td>
<td>1</td>
</tr>
</tbody>
</table>
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 the Building Engineer.

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.

| Financial Management Office |
| US Embassy Cotonou |
| cotonoudbo@state.gov |

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be
reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

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):

<table>
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<tr>
<th>(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS</th>
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<tr>
<td>Per Occurrence</td>
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<tr>
<td>Cumulative</td>
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<tr>
<th>(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS</th>
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<tbody>
<tr>
<td>Per Occurrence</td>
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<tr>
<td>Cumulative</td>
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</table>

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. **"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.4.0 **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 30 days to perform. For each individual the list shall include:

Full Name  
Place and Date of Birth  
Current Address  
Identification number  
Phone number  

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 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

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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or 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):

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<th>TITLE AND DATE</th>
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<td>DEFINITIONS (JUN 2020)</td>
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<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
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<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)</td>
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<td>TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)</td>
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<td>COMBATING TRAFFICKING IN PERSONS (OCT 2020)</td>
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(a) Definitions. As used in this clause—
Covered foreign country means The People’s Republic of China.
Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
   (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
   (ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

   i. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

   ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

II. 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.
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.

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.

ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

1) Scaffolding;
2) Work at heights above 1.8 meters;
3) Trenching or other excavation greater than one (1) meter in depth;
4) Earth-moving equipment and other large vehicles;
5) Cranes and rigging;
6) Welding or cutting and other hot work;
7) Partial or total demolition of a structure;
(8) 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;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) 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

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor’s written safety program.

(c) Mishap Reporting. The contractor is required to report immediately all mishaps to the COR and the contracting officer. A “mishap” is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The contractor shall maintain an accurate record on all mishaps 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.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)(1) of the clause entitled “Accident Prevention Alternate I” shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).
652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

(End of 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.

(End of clause)
## I. LIST OF ATTACHMENTS

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<td>Attachment 3</td>
<td>Specifications Drawings &amp; Drawings</td>
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J. QUOTATION INFORMATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm

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.

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<td>I</td>
<td>Standard Form 1442 including a completed Attachment 4, &quot;BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS&quot;</td>
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<tr>
<td>II</td>
<td>Performance schedule in the form of a &quot;bar chart&quot; and Business Management/Technical Proposal</td>
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Only electronic submission is allowed, please submit the complete quotation to the address indicated in bloc # 8 on the SF14402.

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.

(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 May 12th, 2022 at 03:00 PM.  
(c) Participants will meet at Chancery Main Entrance at 02:30PM.

D. **MAGNITUDE OF CONSTRUCTION PROJECT**

It is anticipated that the range in price of this contract will be: $27,000 to $45,000.

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:  

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](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):

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<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)</td>
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<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
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<tr>
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<td>INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)</td>
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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.

(e) 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.

(f) 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.
L.2 FAR 52.204-8 Annual Representations and Certifications (SEP 2021)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, 237990.

(2) The small business size standard is $36.5 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.

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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) **52.203-18**, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) **52.204-3**, Taxpayer Identification. This provision applies to solicitations that do not include the provision at **52.204-7**, System for Award Management.

(v) **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.

(vi) **52.204-26**, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) **52.209-2**, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

(ix) **52.209-11**, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) **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.

(xi) **52.215-6**, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(xii) **52.219-1**, Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) **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.

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

(xv) **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.

(xvi) **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.

(xvii) **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.

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

(xix) **52.223-22**, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at **52.204-7**.

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

(xxi) **52.225-4**, Buy American-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 $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xxiv) 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.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

__ (i) 52.204-17, Ownership or Control of Offeror.
__ (ii) 52.204-20, Predecessor of Offeror.
__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
__ (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 in SAM website accessed through https://www.sam.gov. After reviewing the SAM 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.

<table>
<thead>
<tr>
<th>FAR Clause #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
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</table>

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 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) Definitions. As used in this provision—

- Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

L.4. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

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

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.
L.5.  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.6  AUTHORIZED CONTRACTOR 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.

<table>
<thead>
<tr>
<th>Name:</th>
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<tr>
<td>Telephone Number:</td>
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<tr>
<td>Address:</td>
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</table>
(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

1. Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
2. Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

1. Are conducted under contract directly and exclusively with the regional government of southern Sudan;
2. Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
3. Consist of providing goods or services to marginalized populations of Sudan;
4. Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
5. Consist of providing goods or services that are used only to promote health or education; or
6. Have been voluntarily suspended.

(c) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

L.8 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE). (FEB 2021)

(End of provision)

L.9 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

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(c) **Representations.** (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)
ATTACHMENT #1

STANDARD FROM 25, "PERFORMANCE AND GUARANTY BOND"

[Note to Contracting Officer: Copy from Part 53 of the FAR]
## Price Breakdown by Division of Specification Items

<table>
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<th>(1) Division/Description</th>
<th>(2) Labor</th>
<th>(3) Materials</th>
<th>(4) Overhead</th>
<th>(5) Profit</th>
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**TOTAL:**

Allowance Items:

**PROPOSAL PRICE:**

**TOTAL:** USD

Alternates (list separately; do not total):

_Offeror:_ ___________________________  _Date:_ ______________

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS
1.0 INTRODUCTION

The US Embassy Cotonou is soliciting a construction service at the Embassy Compound in the Chancery General Work Area (C-GWA) on the second-floor west corner.

The works will consist of creating a new office and shall include erection of gypsum board walls, installation of a wooden door, a window, and some electrical outlets and lights. This project will also involve some consequential electrical lights reconfiguration, sprinkler heads, ceiling tiles, painting, and HVAC modifications.

2.0 GENERAL CONDITIONS

A. Fixed-Price Proposal. The Contractor shall provide one fixed-price Proposal for the complete project that includes every aspect of the work.

B. Specifications. The Work shall be governed by the U. S. Embassy, Cotonou, Benin, International Codes to include the National Fire Prevention Association (NFPA), International Building Code, International Mechanical Code, International Plumbing Code, and the National Electric Code (NEC). Should there be a discrepancy between the U. S. Embassy Specifications and the applicable Building Code, the more stringent of the two shall govern.

The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.

C. Execution. The work shall be executed in a diligent and workmanlike manner in accordance with the negotiated fixed price, this Scope of Work, the Project Schedule, International Building Codes, and the laws of Benin country where applicable.

D. Work Hours. Unless otherwise agreed with the COR, the work shall be executed during normal Embassy work hours (from 08:30 to 17:00 Monday-Thursday and 08:30 to 13:00 on Fridays). Night, weekend, or
holiday work shall not be permitted except as arranged in advance with the COR. U. S. Embassy holiday schedule is available from the COR.

E. **Safety.** The Contractor shall be responsible for conducting the work in a manner that ensures the safety of US Embassy Community, visitors to the compound, and the Contractor’s employees. Regular safety meetings shall be held among on-site contractor personnel, and safety concerns shall immediately be brought to the attention of the Post Safety and Health Officer (POSHO) and the Contracting Officer’s Representative (COR).

All contractors, including PSCs and EFMs employed on PSAs on a USG pay plan, must attest to their vaccination status using the Vaccine Attestation Form (Form will be provided when needed). If they are not fully vaccinated or decline to provide their vaccination status, contractors must demonstrate proof of a negative COVID-19 test completed within 72 hours of entry to a Department facility and comply with enhanced COVID-19 mitigation protocols (mask wearing, physical distancing, and applicable limitations on travel).

F. **Workforce.** The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work. The contractor shall comply with the U. S. Embassy security policy by providing approved escorts. Contractor provided escorts shall be in quantity sufficient to comply with RSO escort ratios for number of workers on the project. The contractor shall prepare requests for the RSO for vetting of employees to get escort badges. The Contractor or government may request for workers to be badged for unescorted U. S. Embassy access by going through the RSO vetting process. Fully completed vetting forms shall be submitted no later than 14 calendar days from the date of the award. Badges will be returned to the COR upon completion of the project.

G. **Subcontractors.** Contractor shall be responsible for the conduct and workmanship of Subcontractors engaged in the Project, and for Subcontractors’ compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior and workmanship of Subcontractors while on the Embassy property.

H. **Modification to Contract.** The Contractor shall not incur any costs beyond those described in this SOW unless directed otherwise in writing by the Contracting Officer. Any work performed by the Contractor beyond this SOW without written direction from the
Contracting Officer will be at the Contractor’s own risk and at no cost to the Embassy.

I. Stop Work. At any time during the Project, the Contracting Officer reserves the right to Stop Work for protection of employees or visitors, security, or any other reason at his/her discretion.

J. Submittals. The contractor is responsible to submit shop drawings prior to fabrication and release of any materials for the Facility Manager and COR Review and approval. The review, however, does not relieve the contractor of responsibility to engineer the work to provide a complete working system.

K. Utilities. The contractor is responsible to locate all existing utility lines prior to any construction. Prior to disconnecting any existing utility services (to include fire sprinkling system), the contractor is responsible to provide 48-hour advance notice to the COR so an outage can be mutually scheduled.

L. Close-out. Prior to final acceptance, the contractor is to submit to the COR marked up drawings (As-Built) reflecting the work as constructed. The drawings shall be digitally submitted on a CD-ROM in both AutoCAD and PDF format and provide one hard copy size A3.

M. Housekeeping. The contractor is responsible to clean up daily before departing the Embassy Compound. At the completion of the work, the Contractor shall clean any impacted areas to a condition equal to original condition. Contractor tools and equipment will be secured when not in use.
### 3.0 BID FORM

**Construction of a new Office**

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<tr>
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<td>Contractor shall cover each of its workers at the site with DBA Workers’ Compensation coverage, and require its subcontractors to do the same. Contractor must furnish certificate evidencing this coverage to the COR. prior to starting work.</td>
<td>LS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DBA Insurance</td>
<td></td>
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<td>Sub-Total</td>
</tr>
<tr>
<td>4</td>
<td>Basic Bid</td>
<td></td>
<td></td>
<td></td>
<td>Contract Cost</td>
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<tr>
<td></td>
<td>BID - USD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** List any assumptions in cost estimate in writing for consideration under the bid proposal review. All requests for information must be provided in writing and submitted to GSO, the contracting officer, prior to proposal deadline date as stated in the advertised announcement.
4.0 SCOPE OF WORK

A. General Requirements

1. Within 14 days of award fully completed vetting forms shall be submitted to the COR.

2. Within 7 days of Notice to Proceed (NTP), the contractor shall provide the COR a project schedule showing start to completion dates including significant milestones.

3. Within 7 days of NTP, the Contractor shall provide the COR with details of the proposed installation utilizing written description or sketches or both.

   The contractor is responsible to properly remove and dispose of all debris related to their work, including, but not limited to electrical, mechanical, packing materials, scrap steel, uninstalled materials and/or environmental waste...

4. The contractor is responsible to properly layout and prepare for the work based on locations provided by the COR, or Facility Manager, if the COR is unavailable.

5. When pursuing the work, the contractor is to take extra care not to damage existing structures. Contractor is responsible to repair any damage caused as the result of their work at no cost to the U.S. Government.

6. When pursuing the work, the contractor is to implement safety measures to protect from damaging existing structures not designated as part of scope of work. The limits of construction will be clearly identified and marked to deter unauthorized personnel access.

7. All work shall be according to attached drawings and specifications, Codes (listed below), OBO program office, OPS/SHEM requirements. If there is a conflict between codes, drawings, or specifications the more stringent will apply.

8. The contractor shall provide all materials necessary for the fully comprehensive work, unless otherwise specified, as specified herein. The materials include but not limited to: gypsum drywall boards, metal studs, insulation materials, metal frames, electrical conduits and wires, electrical outlets, telephone and computer drop connectors, sprinkling heads and piping, Heat
Ventilation and Air Conditioning (HVAC) ductworks, glazing and wood door...etc.

9. Storage of "Useful" and uninstalled materials will be in a location as directed by the COR.

10. Contractor is responsible to field verify measurements.

11. Contractor will provide samples, catalog cut sheets, and paint colors etc. of all products prior to installation or use for COR approval.

12. At completion of work, the Contractor shall clean any impacted areas to a condition equal to original condition.

13. Contractor will warranty all construction work for a minimum of one (1) year and provide manufacturer warranties and equipment manuals for all equipment installed to the COR.

14. All construction work will be in conformance with the following Codes:

   a. 2022 OBO Design Standards and National Electrical Installation Standards.


   h. National Fire Protection Association (NFPA)

   i. ICC/ANSI A117.1-98 Accessible and Usable Buildings and Facilities

   j. NECA 90 Recommended Practice for Commissioning Building Electrical Systems (ANSI)

   k. NECA 1-2010 Standard Practice of Good Workmanship in Electrical
Construction (ANSI)

l. IEEE C2-2012 National Electrical Safety Code (NESC)

m. EM 385-1-1 U.S. Army Corp of Engineers Safety and Health Requirements


o. ACI American Concrete Institute.

p. AASHTO M 147 American Association of State Highway and Transportation Officials.

q. AISC American Institute of Steel Construction.

r. Occupational, Safety and Health Act (OSHA)


v. AASHTO American Association of State Highway and Transportation Officials, current edition

B. Work Requirements:

Contractor shall provide complete design and construction services, to include all coordination, supervision, and management necessary to meet the requirements of this contract.

a. Existent furniture rearrangement:
   - Construction area safety caution: dismantle and move the front two cubical and other furniture, as shown in the Figure-1, to the Embassy Warehouse prior to beginning the construction.
   - Cubical setup after the construction: move the cubical back into the General Work Area and settle all four cubical on the same spot but shifted to the south in a way to leave a minimum aisle of 39" [100cm] wide to the south wall (south windows).
   - Reroute or relocate the power floor junction boxes and supply the power receptacles on the cubical as original set – See the two J-Boxes [J] to reroute on the figure 2 below.
FIGURE 1 – FURNITURE MOVE AND SETUP AFTER CONSTRUCTION.

NOTE: Furniture to "move away" during construction is to be salvaged and relocated within the chancery.

FIGURE 2: Junction Box SF “J”.

a/Furniture move prior to the construction works.

b/Final Cubical Setup (No file cabinets)
b. Architectural requirements

- Remove part of the existing ceiling and tile carpets to install the drywalls. After completion of the drywall, reinstall the ceiling and keep interior/exterior ceiling at the same height. Adjust ceiling trim/tiles as needed on the new wall in the office. The figure 3 shows the wall typical details.

FIGURE 3: Soffit/wall typical details
• Create a 3.1m × 2.7m Office, as shown in figure 4 below and works to comply with OBO latest design standards.

**FIGURE 4 – Project Location**
- Construct the drywall as per typical details shown in figure 5 below.

**FIGURE 5: Drywall Details**

<table>
<thead>
<tr>
<th>PARTITION SCHEDULE TYPE 21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TYPE</strong></td>
</tr>
<tr>
<td>21</td>
</tr>
</tbody>
</table>
• Purchase and install typical door/frame (see attachment-1 for details) and as per schedule shown in Table 1 below.

Table-1: Door Schedule

<table>
<thead>
<tr>
<th>DIMENSIONS</th>
<th>DOOR SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIDTH</td>
<td>HEIGHT</td>
</tr>
<tr>
<td>915</td>
<td>2135</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FRAME DATA</th>
<th>DOOR DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drywall Face Weld</td>
<td>5 7/8</td>
</tr>
<tr>
<td>CRS</td>
<td>Primed</td>
</tr>
<tr>
<td>SSA</td>
<td>DER</td>
</tr>
<tr>
<td>5508H</td>
<td>Flush</td>
</tr>
<tr>
<td>914 X 2134</td>
<td>1 3/4</td>
</tr>
<tr>
<td>WDV-1</td>
<td>Pre-Finished</td>
</tr>
</tbody>
</table>

• Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation. See measurements in the attachment 1 & 2.

• Carpets and Ceiling tiles shall be removed during the construction and shall be reinstalled back after the construction. Details of the carpets in the Table-2 below.

Table-2: Tile Carpet

<table>
<thead>
<tr>
<th>DIV</th>
<th>LOCATION INT</th>
<th>EXT</th>
<th>FINISH CODE</th>
<th>DESCRIPTION</th>
<th>MANUFACTURER</th>
<th>PRODUCT</th>
<th>FINISH / COLOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>TILES CARPETING</td>
<td>X</td>
<td>CPT-1</td>
<td>CARPET TILE</td>
<td>SHAW</td>
<td>ON THE EDGE/ 59164 MINIMAL - 18” X 36” (457 x 914 mm)</td>
<td>64555 VERGE</td>
<td></td>
</tr>
</tbody>
</table>

c. Electrical Requirements:

• There are six light fixtures in series (See figure 6). Disconnect and remove three of the lighting fixtures. Reconnect the remaining three lighting fixtures and ensure their functionality.

• After building the drywall, provide and install two S2 type light fixtures (Fluo-Duo Light Fixture with louvers) as indicated in the table -2 below. Create a new lighting circuit in accordance with OBO latest Design Standards and connect these lights per typical
details below in figure 6 and figure 7. See the model in the Attachment-3.

- Connect the lighting circuit of the new Office to the closest Emergency light (SE) feeding power.

**FIGURE 6: Lighting Fixtures**

**NOTE**: Lighting fixtures to remove are to be disposed of, with no plans for reuse.

**TABLE-3 : FLUORESCENT DUO LIGHT S2.**
### LIGHTING FIXTURES SCHEDULE

<table>
<thead>
<tr>
<th>#</th>
<th>Type</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Lampe WATT</th>
<th>Lampe Type</th>
<th>Voltage/Frequency</th>
<th>Mounting</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S2</td>
<td>SUSPENDED DIRECT/INDIRECT, 230mm X 1220mm SECTION (OVERALL LENGTH AS REQUIRED), SPECULAR INDIRECT, OPTICS, HIGH EFFICIENCY LOUVERED DIRECT OPTICS, TWO 32W LAMPS, ONE STANDARD CIRCUIT, AIRCRAFT CABLE SUSPENSION WITH STRAIGHT CORD, 63%/37% DIRECT/INDIRECT SETTING</td>
<td>CORELITE</td>
<td>TB-SW-2T8-1C-230V/50Hz-AC-(LENGTH)-DL8</td>
<td>32</td>
<td>F32T8/SP35/ECO</td>
<td>230V / 50Hz</td>
<td>PENDANT MOUNTED AT 610mm BELOW FINISHED CEILING</td>
<td>02</td>
</tr>
</tbody>
</table>

**FIGURE 7: CONTROL FOR SINGLE LEVEL SWITCHING**

- Install two duplex receptables NEMA 6-20R in the Office, 37cm above the floor. The cables should be laid into ¼" rigid conduits flushed into the dry wall and running above suspended ceiling. See Figure 8. Provide single pole breaker 20A, connect it to the circuit #37 in the panel N2NU1 SECTION-1. Then, run electrical wires from that new breaker #37 to feed the new outlets.

**FIGURE 8: Power Receptacles**
d. Computer and Telephone drops

- Provide and install four (04) IT drops (RJ-45 JACK) for computer, telephone, and printers’ connections. The Embassy IT technicians will assist the contractor in this installation. See sample of the drops below.
- Provide and install CAT-5E Cable UTP plenum run through conduits in plenum ceiling and drywalls from the closet Embassy Telecom Room to the new Office. The distance from the new office to the Telecom Room should not exceed 100m.
- Ensure that all new penetrations are properly fire stopped.

e. HVAC requirements

- Remove the air distribution diffuser marked on the Figure - 9 below.
- Provide a new terminal box, model SDV5000-4 (manufacturer: PRICE INDUSTRIES) or equivalent. See features in Attachment 4.
- Provide air distribution diffuser 610mmx610mm, 150mm diameter and install it in the new Office. See attachment 4.
- Install air terminal unit level and plumb according to manufacturer’s written instructions. Maintain sufficient clearance for normal service and maintenance.
- Connect terminal box to the existing duct.
- Terminal box shall be installed in a manner that the TAB agency will have ready access to the controllers for adjustment and setting of the box minimum and maximum airflows.
- Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Chapter 5, "Hangers and Supports."
- Coordinate duct and terminal box layout with suspended ceiling, fire- and smoke-control dampers, lighting layouts, and similar finished work.
- Seal joints and seams. Apply sealant to male end connectors before insertion, and afterward to cover entire joint and sheet metal screws.
- Provide occupancy sensor connected to the new terminal box (TB).
- Ensure new TB box reporting to BAS.
f. Painting Requirements

Paint to match existing paint:

- Manufacturer: MS.WILLIAMS
- Color: 7008 Alasbaster
  Product Number: B20W02651
- VOC (g/L): 0
  Two coats to be applied on: 1 coat of premium wall and wood primer

Prepare as follow:

Fill cracks and walls with patching paste/spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust. Place dust-barrier in work area where sanding and applicable works to be performed. The overall goal is to minimize dust from spreading in the area of personnel in nearby workstations.

g. Sprinkler Requirements

- Empty the sprinkler system at Level 2 (the Embassy staff shall assist).
- Relocate the last north-western sprinkler head to the north ceiling panel as shown in figure 10 below (RED sprinkler head).
- Provide and install two new sprinkler heads (Victaulic V2708 - Pending) as shown on the same figure in RED Color.
- Re-fill the sprinkler system. Make 24 hours test for leakage.

FIGURE 10: SPRINKLER RE-LOCATION
**h. Other Considerations:**
- Existing carpet tiles and ceiling tiles to be re-used.
- In case the existing carpet tiles get damaged, the Embassy will issue new carpets to the Contractor to install in the new Office.
- Dust control and barrier required
- Other classify consideration may exist
- OBO “Building Permit” required

**5.0 SAFETY (FAR 52.236-13 Accident Prevention)**

A. The Contractor shall provide and maintain work environments and procedures which will:

(a) Safeguard the public and Government personnel, property,
materials, supplies, and equipment exposed to Contractor operations and activities.

(b) Avoid interruptions of Government operations and delays in project completion dates.

(c) Control costs in the performance of this contract.

B. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall:

(a) Provide appropriate safety barricades, signs, and signal lights.

(b) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910.

(c) Especially comply with 29 CFR 1910.147, the Control of Hazardous Energy (Lockout/Tagout)

(d) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

C. The contractor shall apply Tagout/lockout procedures as required.

D. Contractor shall comply with all pertinent provisions of the latest version of U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

E. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is 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 stopping 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 stop work order issued under this clause.

6.0 USEFUL LINKS (The following links are just for guidance – References for Bidders’ awareness. The items shown here are mandatory – Bidders have to provide the specification of what they have selected for the project)

6.1.1 Gypsum Sheet 5/8" Firecode x Drywall:  
https://www.homedepot.com/p/USG-Sheetrock-Brand-5-8-in-x-4-ft-x-8-ft-Firecode-X-Drywall-14211011308/100321591

6.1.2 ProSTUD 25 3-5/8 in. - 25-Gauge EQ Galvanized Steel Wall Framing Stud:  

6.1.3 Laminated Glazing:  

6.1.4 Welded Metal Framing and Wooden Door:  
https://www.trudoor.com/quote-request/

6.1.5 Fire Barrier Sealant:  
https://www.amazon.com/3M-CP-25WB-10-1-BARRIER-Sealant/dp/B00176M3OQ/ref=sr_1_4?keywords=firewall+sealant&qid=1647377413&sr=8-4

6.1.6 Ethernet Wall Plate 4 Port, cat5e:  
https://www.amazon.com/Ethernet-Plate-Female-Female-Compatible-Devices/dp/B07NL6Y63CT/ref=asc_df_B07NL6Y63CT/?tag=hyprod-20&linkCode=df0&hvadid=385184478202&hvpos=&hvnet=w=g&hvrand=6918056630421399278&hvpos=&hvptwo=&hgvt=c&hvdev=c&hvlocint=&hvlocphy=9061286&hvtargid=pla-832510205270&psc=1&tag=&ref=&adgrpid=77282054623
6.1.7 Terminal Box: [https://www.midgley-huber.com/product/vavs-terminal-units/](https://www.midgley-huber.com/product/vavs-terminal-units/)

6.1.8 Diffuser: [https://www.amazon.com/Accord-Ventilation-95206-Fixed-Pattern-Non-Insulated/dp/B07B5MKQHS/ref=asc_df_B07B5MKQHS/?tag=hyprod-20&linkCode=df0&hvadid=241981127743&hvpos=&hvnetw=g&hvrand=450678914383925845&hvpos=&hvpone=&hvptwo=&hvqmt=&hvdev=c&hvdvcmdl=&hvlocint=&hvlocphy=9061286&hvtargid=pla-449870147953&th=1]

6.1.9 Duct: [https://www.amazon.com/dp/B0791V19H7/ref=sspa_dk_detail_2?psc=1&pd_rd_i=B0791V19H7&pd_rd_w=xzWPM&pf_rd_p=57c6c41-b731-4e3d-aca7-49078b3a07b&pd_rd_wg=JqAvu&pf_rd_r=3YT2902X7VJD5FK3F9OP&pd_rd_r=751753fe-077b-4618-abe8-0732d413e283&s=home-garden&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEyWjNGSTRCWE3RhIjVHbGlmaWVyPUEwMjAyMjM0xUU0NFjNMYR4ZaWN0X3NzYWdlX3JyYXBlX2VhZ2U9UmVhZ2U=

6.1.10 Receptacle: [https://www.grainger.com/product/2HEA1?ef_id=EAIaIQobChMI-W0-KDL9gIV9QmICR0q0g3fEAQYAiABEgKTW_D_BwE;G:s&s_kwcid=AL!2966!3!496359974878!!!g!472455603095!&gclid=EAIaIQobChMI96Tau-fM9gIVSODICH3NuwHxEAQYASABEgJbNvD_BwE]

6.1.11 Light Switch Motion Sensor: [https://www.gordonelectricsupply.com/p/Watt-Lmdw-101-W-24V-Sensor/6316010?gclid=EAIaIQobChMI96TaufM9gIVSODICH3NuwHxEAQYASABEgJbNvD_BwE]
6.1.12  Light Switch controller:

6.1.13  Electrical switch and outlet box:


6.1.15  Electrical duct couplings:
https://www.homedepot.com/p/Halex-3-4-in-Rigid-Compression-Coupling-2-Pack-96362/100348338

6.1.16  Electrical conduit:
https://www.homedepot.com/p/3-4-in-x-10-ft-Rigid-Metal-Conduit-0543910000/202068050?MERCH=REC-_searchViewed-_NA-_202068050-_N

6.1.17  Electrical conduit:
https://www.homedepot.com/p/1-2-in-x-10-ft-Rigid-Metal-Conduit-0543810000/202068049

6.1.18  Victaulic V27 Pendent Fire Sprinkler V2708:
https://www.qrfs.com/fire-sprinklers/victaulic-v27-pendent-fire-sprinkler-v2708-quick-response-5-6k-brass-155f?sku=V2708BR155&vsrefdom=adwords&gclid=EAIaIQobChMI68W7ybP9gIVTeDICh3VVQQAQYAiABEgL7gfbBwE
ATTACHMENT 1
WOOD DOOR—CEILING PANELS—INTERIOR PAINTING TILE CARPETS & GLAZING
<table>
<thead>
<tr>
<th>DIV.</th>
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<th>DESCRIPTION</th>
<th>MANUFACTURER</th>
<th>PRODUCT</th>
<th>FINISH / COLOR</th>
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<tr>
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<td>WDV-1</td>
<td>WOOD VENEER DOORS</td>
<td>VT INDUSTRIES</td>
<td>QUARTER CUT FSC MAHOGANY - VENEER</td>
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<tr>
<td>ACOUSTIC PANEL CEILINGS</td>
<td></td>
<td>X</td>
<td>ACP-1</td>
<td>ACOUSTIC CEILING TILE</td>
<td>USG</td>
<td>MARS CLIMA PLUS (ITEM # 88785) 610mm x 610mm</td>
</tr>
<tr>
<td>INTERIOR PAINTING</td>
<td></td>
<td>X</td>
<td>PNT-11E</td>
<td>PAINT- GENERAL</td>
<td>S.WILLIAMS</td>
<td>EGGSHELL - LOW ODOR LATEX</td>
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<tr>
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<td>PNT-11S</td>
<td>PAINT- GENERAL</td>
<td>S.WILLIAMS</td>
<td>SEMIGLOSS - PRO INDUSTRIAL WATER BASED EPOXY</td>
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<td>PNT-15E</td>
<td>PAINT - ACCENT</td>
<td>MILLER</td>
<td>EGGSHELL - LOW ODOR LATEX</td>
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<td></td>
<td>X</td>
<td>CPT-1</td>
<td>CARPET TILE</td>
<td>SHAW</td>
<td>ON THE EDGE/ 59164 MINIMAL - 18&quot; X 36&quot; (457 x 914 mm)</td>
</tr>
<tr>
<td>GLAZING</td>
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<td>X</td>
<td>DGL-1</td>
<td>DECORATIVE GLASS PANEL</td>
<td>3FORM</td>
<td>PRESSED GLASS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X</td>
<td>DGL-2</td>
<td>DECORATIVE GLASS PANEL</td>
<td>PULP STUDIO</td>
<td>PIX GLASS</td>
</tr>
</tbody>
</table>
ANCHOR TYPE SSA
STEEL STUD WALL
(MFR'S STD. DETAIL)

STEEL STUD ANCHOR WELDED TO FRAME AND
FLUSH WITH OUTSIDE OF FRAME. MINIMUM OF 4 PER
7-0" JAMB REQUIRED
FRAME TYPE F6DC (2125)
GLAZE ON DOOR SIDE
NOTE:
CONFIGURATION IS BASED ON WATTSTOPPER DW-400 DUAL TECHNOLOGY SINGLE RELAY WALL SWITCH SENSOR, PROVIDE PASSIVE INFRARED (PIR) SENSOR TYPE, MODEL DW-400, IN CAA SPACES AS SHOWN ON PLANS, CONFIGURATION EXISTS IN MULTIPLE LOCATIONS (E.G., LEVEL 1, ROOM 123), PROVIDE SIMILAR CONFIGURATION FOR LIKE SPACES AS SHOWN ON PLANS.

TYPICAL WALL SWITCH SENSOR
NOT TO SCALE

TYPICAL PRIVATE OFFICE LIGHTING CONTROL DIAGRAM
NOT TO SCALE
4 SINGLE DUCT VAV TERMINAL

<table>
<thead>
<tr>
<th>PRIMARY AIRFLOW (L/S)</th>
<th>AIR VALVE</th>
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<tbody>
<tr>
<td>MAX</td>
<td>MIN Airflow</td>
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<tr>
<td>38</td>
<td>21</td>
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<table>
<thead>
<tr>
<th>ELECTRIC DATA</th>
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<tr>
<td>Unit Volts</td>
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<tr>
<td>230V</td>
</tr>
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</table>
CEILING RETURN/TRANSFER GRILLE

Provide transfer duct same size air grille unless otherwise noted (see plans for sizes)

INTERIALLY LINED DUCT

CEILING RETURN
PLAFON

FLEX DIFFUSER-SIDE

FLEX DUCT - LENGTH NOT TO EXCEED 150mm

RIGID 90° ELBOW

EXTERNALLY INSULATED

ACOUSTICAL CEILING TIE

SUPPLY DIFFUSER

SUPPLY AIR DUCT

EXTERNAL DUCT WRAP INSULATOR

VOLUME DAMPER

SPRAY FITTING / VOLUME DAMPER

SUPPLY DIFFUSER

TYPICAL CEILING SUPPLY DIFFUSER CONNECTION

<table>
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<th>Service</th>
<th>Neck Size</th>
<th>Throw</th>
<th>Type</th>
<th>Frame Type</th>
<th>Module Size</th>
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<th>Model</th>
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<td>4-Way</td>
<td>Diffuser</td>
<td>Lay-In</td>
<td>610x610</td>
<td>PRICE</td>
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</table>

AIR DISTRIBUTION DEVICE TO INSTALL
DUCTWORK CONSTRUCTION DETAILS - ALL PRESSURE CLASSES

NOTICE: DIRECTIONAL ARROWS ARE BASED ON SUPPLY. REVERSE ARROWS FOR RETURN OR EXHAUST.