



Embassy of the United States of America

Manila, Philippines

February 9, 2021

Dear Prospective Quoter:

SUBJECT: RFQ No. 19RP3821Q0022, Repair of Chancery Courtyard Roof Gutter and Green Roof

The Embassy of the United States of America invites you to submit a quotation for the Repair of Chancery Courtyard Roof Gutter and Green Roof

A **site visit** will be held on **February 18, 2021, at 9:00 a.m. (Manila time)**, followed by a **pre-quotation conference at the NOX 1 Building, Chancery Compound, Roxas Boulevard, Ermita, Manila.**

Request for access clearance must be submitted through email address AcuzarJS@state.gov on or before **February 11, 2021, no later than 1:00 p.m. (Manila time)**. Request should include the name/s of your company's representative/s (limit to two), vehicle make/model/color/plate number and name of driver, if any. Access to the Embassy facilities will not be permitted without prior access clearance.

Submit any questions you may have concerning the solicitation documents in writing to the Contracting Officer via e-mail address ManilaContracting@state.gov on or before February 11, 2021, no later than 1:00 p.m. (Manila time).

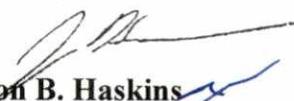
Your offer may be submitted via email to ManilaContracting@state.gov into two separate file folders indicating Volume 1 and Volume 2. If you decide to submit hard copies of your offer, please submit the documents in a sealed envelope marked "Quotation Enclosed" to the Contracting Officer, General Services Office, American Embassy Manila, Seafront Compound, Pasay City, into two separate volumes with the required number of copies.

Deadline of submission of offers is **on or before February 26, 2021, no later than 4:00 p.m. (Manila time)**. No quotations will be accepted after this time.

In order for an offer to be considered, you must complete and submit the following:

1. SF-1442
2. Section A
3. Additional information as required in Section J
4. Section L

Sincerely,


Jason B. Haskins
Contracting Officer

| | | | | |
|---|------------------------|---|----------------|---------------|
| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NUMBER | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE OF PAGES |
| | 19RP3821Q0022 | <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 02/09/2021 | 1 48 |

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

| | | |
|--------------------|--|-------------------|
| 4. CONTRACT NUMBER | 5. REQUISITION/PURCHASE REQUEST NUMBER | 6. PROJECT NUMBER |
|--------------------|--|-------------------|

| | | |
|--|------|------------------------------------|
| 7. ISSUED BY Contracting and Procurement General Services Office (GSO) American Embassy Manila Seafront Compound, Pasay City | CODE | 8. ADDRESS OFFER TO See block 7 |
|--|------|------------------------------------|

| | | |
|--------------------------|---|--|
| 9. FOR INFORMATION CALL: | a. NAME Jewela S. Acuzar/Noel Arturo G. Ocampo | b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) (632)8832-0826 |
|--------------------------|---|--|

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Repair of Chancery Courtyard Roof Gutter and Green Roof
 SF-1442 COVER SHEET

- Section A - PRICE
- Section B - SCOPE OF WORK
- Section C - PACKAGING AND MARKING
- Section D - INSPECTION AND ACCEPTANCE
- Section E - DELIVERIES OR PERFORMANCE
- Section F - ADMINISTRATIVE DATA
- Section G - SPECIAL REQUIREMENTS
- Section H - CLAUSES
- Section I - LIST OF ATTACHMENTS
- Section J - QUOTATION INFORMATION
- Section K - EVALUATION CRITERIA
- Section L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

11. The contractor shall begin performance within See E calendar days and complete it within See E 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? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12b. CALENDAR DAYS 10 |
|--|--------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:
- a. Sealed offers in original and See J copies to perform the work required are due at the place specified in Item 8 by 4:00 p.m. (hour) local time 02/26/2021 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee is, is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

| | |
|--|--|
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) | 15. TELEPHONE NUMBER (Include area code) |
| | 16. REMITTANCE ADDRESS (Include only if different than Item 14.) |
| CODE | FACILITY CODE |

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

| AMENDMENT NUMBER | 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 <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 3304(a) () |
| 26. ADMINISTERED BY | | 27. PAYMENT WILL BE MADE BY MNLFCDBO@state.gov |

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

| | |
|---|---|
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract. | <input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
|---|---|

| | | | |
|--|--|-------------------------------|-----------|
| 30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | 31a. NAME OF CONTRACTING OFFICER (Type or print) | | |
| 30b. SIGNATURE | 30c. DATE | 31b. UNITED STATES OF AMERICA | 31c. DATE |
| | | BY | |

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REQUEST FOR QUOTATIONS - CONSTRUCTION

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

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

A.2 All prices shall be in **Philippine Peso**.

B. SCOPE OF WORK

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

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

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

**American Embassy
Manila, Philippines**
FOR: _____ (to be completed upon award)

D. INSPECTION AND ACCEPTANCE

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

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

D.1 SUBSTANTIAL COMPLETION

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

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

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

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

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

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

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

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting 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 the date specified in the Notice to Proceed;
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use **within sixty (60) working days**.

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 **₱8,550.00** 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 "ten (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 **7:30 a.m. to 4:30 p.m., from Mondays to Fridays, excluding American and Philippine holidays**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at **the GSO Building, U.S. Embassy Manila, Seafront Compound, Roxas Boulevard, Pasay City**, to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

| DELIVERABLES - The following items shall be delivered under this contract: | | | |
|--|-----------------|---------------------------------|-------------------|
| <u>Description</u> | <u>Quantity</u> | <u>Deliver Date</u> | <u>Deliver To</u> |
| Section G. Securities/Insurance | 1 | 10 days after award | CO |
| Section E. Construction Schedule | 1 | 10 days after award | COR |
| Section E. Preconstruction Conference | 1 | 10 days after award | COR |
| Section G. Personnel Biographies | 1 | 10 days after award | COR |
| Section F. Payment Request | 1 | Last calendar day of each month | COR |
| Section D. Request for Substantial Completion | 1 | 15 days before inspection | COR |
| Section D. Request for Final Acceptance | 1 | 5 days before inspection | COR |

F. ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is the **Design 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.

Prompt payment will be processed by FMC upon receipt of an electronic or scanned copy of the invoice. Invoices or billing statement must be emailed to FMC's electronic inbox ONLY: **MNLFMCDBO@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 20% of the contract price. . The Contractor shall furnish a performance and guaranty bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, as shown in Section I – Attachment 1.

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) :

| | |
|---|----------------------|
| (1) BODILY INJURY, ON OR OFF THE SITE, IN PHILIPPINE PESOS: | |
| Per Occurrence | PHP 50,000.00 |
| Cumulative | PHP100,000.00 |
| (2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN PHILIPPINE PESOS: | |
| Per Occurrence | PHP50,000.00 |
| Cumulative | PHP100,000.00 |

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

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

Government.

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

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

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

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

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

G.3.1.2. "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 21 days to perform.

For each individual the contractor shall submit a completed OF174, Application for Employment as a Foreign National (Attachment 7), 4 each 2"x2" colored ID picture, local police clearance, barangay clearance and original copy NBI clearance (not more than six months old) on all Contractor personnel who shall be used on this contract prior to their utilization. This information shall be submitted 10 days after contract award, or for replacement or new personnel, 30 days prior to their proposed utilization under the contract.

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

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

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

G.7.0 SPECIAL WARRANTIES

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

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

G.8.0 EQUITABLE ADJUSTMENTS

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

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

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

G.9.0 RESERVED

H. CLAUSES

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

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.t> to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

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

| <u>CLAUSE</u> | <u>TITLE AND DATE</u> |
|---------------|--|
| 52.202-1 | DEFINITIONS (JUN 2020) |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018) |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020) |
| 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) |
| 52.213-4 | TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (NOV 2020) |
| 52.216-7 | ALLOWABLE COST AND PAYMENT (JUN 2013) |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) |
| 52.222-19 | CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018) |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (OCT 2020) |

- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-4 CHANGES (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)

- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.246-26 REPORTING NONCONFORMING ITEMS (DEC 2019)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEPT 1996)*
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(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

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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>.

(End of clause)

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

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

22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.236-70 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).

(End of clause)

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

| ATTACHMENT NUMBER | DESCRIPTION OF ATTACHMENT | NUMBER OF PAGES |
|-------------------|---|-----------------|
| Attachment 1 | Standard Form 25, "Performance and Guaranty Bond" | 2 |
| Attachment 2 | Standard Form 25A, "Payment Bond" | 2 |
| Attachment 3 | Sample Bank Letter of Guaranty | 1 |
| Attachment 4 | Breakdown of Price by Divisions of Specifications | 1 |
| Attachment 5 | RESERVED | 0 |
| Attachment 6 | Scope of Work | 2 |
| Attachment 7 | OF174, Application for Employment as a Foreign National | 4 |
| Attachment 8 | U.S. and Philippine Holidays | 1 |

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

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

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

B. SUBMISSION OF QUOTATIONS

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

| Each quotation must consist of the following. NOTE: If hard copies will be submitted, please refer to the required number of copies. | | |
|---|---|-------------------|
| VOLUME | TITLE | NUMBER OF COPIES* |
| I | - Standard Form 1442 - Section A (PRICE) - Section L - completed Attachment 4, "BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS" | 2 |
| II | Performance schedule in the form of a "bar chart" and Business Management/Technical Offer | 4 |

Submit the complete quotation to the address indicated. If mailed, on Standard Form 1442, or if hand-delivered, use the address set forth below:

**GSO/CONTRACTING & PROCUREMENT (C&P)
US Embassy Manila
Seafront Compound, Roxas Boulevard
Pasay City**

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

Volume I:

- Standard Form 1442
- Section A (PRICE)
- Section L
- completed Attachment 4, "BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS"

Volume II: Performance schedule and Business Management/Technical 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 Offer 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 resume of the Offeror's field superintendent/ project engineer/ supervisor for this project who will be present during the work and manage the daily activities, understands written and spoken English, has ad experience relevant to the work requirement.
- (3) Evidence that the offeror operates an established business with a permanent address and telephone listing.
- (4) 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.

- (5) List of tools and equipment to be used on site and relative to the performance of the work, providing full description, quantity and condition.
- (6) List of personnel who will be working on the requirement and their expertise of trade.
- (7) Brochure or catalog of waterproofing materials to be used based on the required specification or approved equivalent.
- (8) Licenses and permits required by local law to include but not limited to DTI and SEC registration, Mayor's Permit, Business Permit, certificate of membership in professional associations, trainings, or accreditations.
- (9) Financial statements describing your financial condition and capability, including the audited balance sheet, income statement and cash flow statement for the past two (2) years

If an offeror is proposing a joint venture arrangement, the same licenses and permits identified in (8) above is required for each joint venture partner, including their own financial statements.

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, email 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, completion dates and contract peso value.
- (4) Brief description of the work (citing similarities to the requirements of the project for the past 3 years with at least two projects per year), including responsibilities (If using a subcontractor, they must also submit their experience and past performance.).
- (5) Any litigation currently in process or occurring within the last five (5) years.
- (6) Statement that the offeror will get the required insurance and the name of the insurance provider to be used.
- (7) If the offeror is proposing a joint venture, the joint venture agreement must be provided to identify what was specifically agreed to by both partners in the performance of this contract.

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 at **9:00 am., February 18, 2021;**

(c) Participants will meet at **U.S. Embassy, Chancery Compound, Roxas Boulevard, Ermita, Manila.**

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:

Between PHP1,200,000.00 and PHP4,800,000.00

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with **FAR 52.214-7.**

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

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

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

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

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

| <u>PROVISION</u> | <u>TITLE AND DATE</u> |
|------------------|--|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT (OCT 2018) |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) |
| 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) |

K. EVALUATION CRITERIA

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

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

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

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

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

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

(c) otherwise due under the contract.

(d) 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.

(e) Type of Organization.

- Sole Proprietorship;
- Partnership;
- Corporate Entity (not tax exempt);
- Corporate Entity (tax exempt);
- Government Entity (Federal, State or local);

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- Foreign Government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent:
Name _____
TIN _____

(End of provision)

L.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(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.

(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.

| FAR Clause # | Title | Date | Change |
|--------------|-------|------|--------|
| _____ | | | |

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

(End of provision)

L.3 52.204–24 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.

(End of provision)

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.

| |
|-------------------|
| Name: |
| Telephone Number: |
| Address: |
| |
| |

L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

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

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

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

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

(End of provision)

ATTACHMENT 1
STANDARD FROM 25, "PERFORMANCE AND GUARANTY BOND"

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

INDIVIDUAL PARTNERSHIP JOINT VENTURE
 CORPORATION OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS

CONTRACT DATE

CONTRACT NUMBER

OBLIGATION:

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

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal-

(a) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

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

PRINCIPAL

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

INDIVIDUAL SURETY(IES)

| | | |
|--------------------|----|--------|
| SIGNATURE(S) | 1. | 2. |
| | | (Seal) |
| NAME(S) (Typed) | 1. | 2. |
| | | |

CORPORATE SURETY(IES)

| | | | | |
|----------|-------------------------------|------------------------|----------------------|----------------|
| SURETY A | NAME & ADDRESS | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 2. | | |

CORPORATE SURETY(IES) (Continued)

| | | | | | |
|-----------------|--------------------------------------|----|------------------------|----------------------|----------------|
| SURETY B | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |
| SURETY C | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |
| SURETY D | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |
| SURETY E | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |
| SURETY F | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |
| SURETY G | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |

| | | | |
|---------------------|---|------------------------|------------|
| BOND PREMIUM |  | RATE PER THOUSAND (\$) | TOTAL (\$) |
|---------------------|---|------------------------|------------|

INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

ATTACHMENT 2
STANDARD FORM 25A, "PAYMENT BOND"

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

| | | | | |
|--|---|--------------------------------------|--|-------|
| PRINCIPAL (Legal name and business address) | TYPE OF ORGANIZATION ("X" one) | | | |
| | <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> JOINT VENTURE | |
| | <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify) | | | |
| | STATE OF INCORPORATION | | | |
| SURETY(IES) (Name(s) and business address(es)) | PENAL SUM OF BOND | | | |
| | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS |
| | CONTRACT DATE | | CONTRACT NUMBER | |
| | | | | |

OBLIGATION:

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

CONDITIONS:

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

WITNESS:

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

| PRINCIPAL | | | | |
|-------------------------------|-------------------------------|------------------------|--------------------|----------------|
| SIGNATURE(S) | 1. | 2. | 3. | Corporate Seal |
| | | (Seal) | (Seal) | |
| NAME(S) & TITLE(S) (Typed) | 1. | 2. | 3. | Corporate Seal |
| | | | | |
| INDIVIDUAL SURETY(IES) | | | | |
| SIGNATURE(S) | 1. | 2. | | Corporate Seal |
| | | (Seal) | (Seal) | |
| NAME(S) (Typed) | 1. | 2. | | Corporate Seal |
| | | | | |
| CORPORATE SURETY(IES) | | | | |
| SURETY A | NAME & ADDRESS | STATE OF INCORPORATION | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 2. | | |

CORPORATE SURETY(IES) (Continued)

| | | | | | |
|-----------------|--------------------------------------|----|------------------------|-----------------------|----------------|
| SURETY B | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |
| SURETY C | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |
| SURETY D | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |
| SURETY E | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |
| SURETY F | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |
| SURETY G | NAME & ADDRESS | | STATE OF INCORPORATION | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | |

INSTRUCTIONS

- This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.
 - When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.
 - When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

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

| (1) Division/Description | (2) Labor | (3) Materials | (4) Overhead | (5) Profit | (6) Total |
|--|--------------|------------------|-----------------|---------------|--------------|
| 1. General Requirements/ Mobilization | | | | | |
| 2. Site Work | | | | | |
| 3. Concrete | | | | | |
| 4. Masonry | | | | | |
| 5. Metals | | | | | |
| 6. Wood and Plastic | | | | | |
| 7. Thermal and Moisture | | | | | |
| 8. Doors and Windows | | | | | |
| 9. Finishes | | | | | |
| 10. Specialties | | | | | |
| 11. Equipment | | | | | |
| 12. Furnishings | | | | | |
| 13. Special Construction | | | | | |
| 14. Conveying Systems | | | | | |
| 15. Mechanical | | | | | |
| 16. Electrical | | | | | |
| TOTAL: | | | | | |

Allowance Items:

PRICE TOTAL: (in Philippine Peso)

Alternates (list separately; do not total):

Offeror: _____ **Date** _____

**ATTACHMENT 5
RESERVED**

**ATTACHMENT 6
SCOPE OF WORK
(2 pages)**

PROJECT: Repair of Chancery Courtyard Roof Gutter and Green Roof

Location: Chancery Compound

Subject: Scope of Work

A. SUMMARY

This work involves the following:

- Installation of scaffolding system
- Removal and replacement of existing gutter
- Removal and replacement of existing waterproofing membrane at green roof
- Removal/Reinstallation of tile roof and replacement of existing substrate and frame under the tile roof
- Repainting of eaves and fascia board

B. PROJECT DESCRIPTION

I. INSTALLATION OF SCAFFOLDING SYSTEM

- Scaffolding shall be used to support the operation. Shop drawings and calculations for scaffolding system shall be submitted for review before any work started.
- Scaffolding system shall be prepared to meet EM 385 standards.

II. REMOVAL and REPLACEMENT OF EXISTING GUTTER

- The contractor shall remove existing gutter around the courtyard.
- Existing canvass roofing shall be partially rolled to certain distance for ease of mobility and to prevent damage to the canvass during construction. Canvass roofing shall reinstall to original location after completion of operation.
- New roof gutters shall be installed per detailed drawings.

III. REMOVAL and REPLACEMENT OF EXISTING WATERPROOFING MEMBRANE AT GREEN ROOF

- The contractor shall remove existing waterproofing membrane including all mastic/glue/primer and other accessories of the system. Substrate shall be prepared as per new waterproofing product's preparation/application standard procedure.
- Termination bar and flashing/counterflashing shall be installed at the top edge of membrane.
- The contractor shall install flashing around all utilities that penetrates roof surface.
- New waterproofing system shall be cold applied and applicable to the existing substrate.
- Submit product data of cold-applied waterproofing system including shop drawings of flashing/counterflashing and penetration treatment for review and acceptance.

IV. REMOVAL/REINSTALLATION OF TILE ROOF AND REPLACEMENT OF EXISTING SUBSTRATE AND FRAMES UNDER THE TILE ROOF

- The contractor shall carefully remove and clean the existing tile roof and re-install after completion of new substrate and frames. Existing wood/metal sheet substrate and purlins shall be removed and replaced.
- Removal of tile roof shall be done in phasing to minimize exposure of the area to the weather. If necessary, a temporary covering shall be installed.
- All broken roof tile shall be replaced.
- The contractor shall remove existing concrete flashing and replace with new flashing as part of new waterproofing system.

V. REPAINTING OF EAVES AND FASCIA BOARDS

- The contractor shall repaint existing fascia board before installation of new roof gutter. Eaves and frames/supports shall be painted, matching the existing color.

C. PROJECT SECURITY

- Contractor will be required to limit access to the construction site through the Service Compound Access Control (SCAC) located at the North-East side of the Chancery compound. No workers will be allowed to enter the compound without the "Embassy escort".
- All electronic media are not allowed.
- Workers will undergo vetting procedure. Workers will submit NBI, police and barangay clearances. Accomplished biographical data. Process will take 2-3 weeks upon submission of complete and accurate requirements. Access request (personnel and vehicles) shall be submitted 48 hours before the access day.
- No smoking on site.
- Official working hours shall be 7:30am to 4:30pm Monday to Friday. Overtime is allowed on Saturday upon request.
- Worker's drinking water shall be provided by the contractor.
- Restroom will be provided by FAC.
- Contractor shall strictly follow DPWH guidelines on the construction of infrastructure projects amid covid-19 crisis and whenever arises.

D. LIMIT OF CONSTRUCTION

The contract includes:

- Repair of all disturbed/affected areas outside the contract limit shall meet or exceed the pre-contract condition.

E. PROJECT DURATION

- The project shall be completed **within 60 working days** from issuance of "notice to proceed".

SCOPE OF WORK

REPAIR OF CHANCERY COURTYARD ROOF GUTTER AND GREEN ROOF

ATTACHMENT 7
OF174, Application for Employment as a Foreign National
(4 pages)

**APPLICATION FOR EMPLOYMENT
AS A FOREIGN SERVICE NATIONAL**
(This application is for Field use only)

OMB NO. 1405-0029 EXPIRES 7-31-87
POST (Not to be filled in by applicant)

INSTRUCTIONS: The questions on this application should be answered fully and completely. Do not use the abbreviation "n/a" to respond to any question; all questions are applicable and should be given an appropriate response. Making a false statement on this form will result in rejection of your application; if discovered subsequent to your appointment, a false statement is cause for dismissal.

DATE OF APPLICATION

1. NAME IN FULL (Enter regularly used surname with other names used following in parenthesis—i.e., Spanish or other double names)
(Last) (First) (Middle)

2. NAME AT BIRTH, IF DIFFERENT FROM ABOVE

3. HAVE YOU EVER BEEN KNOWN BY ANY OTHER NAMES? YES NO
If yes, give name and explain circumstances under item 38.

4. PRESENT ADDRESS AND TELEPHONE NUMBER

5. DATE OF BIRTH (Month, Day, Year)

6. PLACE OF BIRTH (City, Country)

7. SEX MALE FEMALE
8. HEIGHT Ft. In.
9. WEIGHT Lbs.
10. COLOR OF EYES
11. COLOR OF HAIR

13. MARITAL STATUS
 SINGLE DIVORCED
 MARRIED SEPARATED
 WIDOWED REMARRIED

12. DESCRIBE ANY SPECIAL CHARACTERISTICS OR IDENTIFYING MARKS

14. PREVIOUS ADDRESSES DURING PAST TEN YEARS

| DATES | | STREET AND NUMBER | CITY (District/Province) | COUNTRY |
|-------|----|-------------------|--------------------------|---------|
| FROM | TO | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

15. DO YOU HAVE PERMANENT U.S. RESIDENT STATUS? YES NO — LIST EACH COUNTRY OF WHICH YOU HAVE BEEN A CITIZEN

| DATES | COUNTRY | HOW CITIZENSHIP WAS ACQUIRED |
|-------|---------|------------------------------|
| | | |
| | | |

16a. FULL NAME OF SPOUSE (If wife, maiden name) b. DATE OF BIRTH c. PLACE OF BIRTH (City, Country)

d. PRESENT ADDRESS IN FULL e. PRESENT OCCUPATION

f. CITIZENSHIP AT BIRTH g. PRESENT CITIZENSHIP

17. CHILDREN

| NAME | DATE OF BIRTH | PRESENT ADDRESS IN FULL | OCCUPATION |
|------|---------------|-------------------------|------------|
| | | | |
| | | | |
| | | | |

18a. FATHER'S NAME b. DATE OF BIRTH c. PLACE OF BIRTH (City, Country)

d. PRESENT ADDRESS IN FULL e. PRESENT OCCUPATION

f. CITIZENSHIP AT BIRTH g. PRESENT CITIZENSHIP

**ATTACH
PHOTOGRAPH
TAKEN WITHIN
PAST
12 MONTHS**

| | | |
|-------------------------|------------------------|-----------------------------------|
| 19a. MOTHER'S NAME | b. DATE OF BIRTH | c. PLACE OF BIRTH (City, Country) |
| d. PRESENT ADDRESS | e. PRESENT OCCUPATION | |
| f. CITIZENSHIP AT BIRTH | g. PRESENT CITIZENSHIP | |

| 20. RELATIVES (Brothers, sisters and in-laws) | | | | |
|---|--------------|-------------|------------|-------------------------|
| NAME | RELATIONSHIP | NATIONALITY | OCCUPATION | PRESENT ADDRESS IN FULL |
| | | | | |
| | | | | |
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| | | | | |

21. ARE ANY RELATIVES OR FAMILY MEMBERS NAMED ABOVE EMPLOYED BY AN AGENCY OR REPRESENTATIVE OF A NATIONAL OR LOCAL GOVERNMENT? If so, list name, relationship, agency and agency address. YES
 NO

22. DO YOU HAVE ANY PERSONAL, BUSINESS OR PROFESSIONAL CONTACTS IN THE UNITED STATES? If so, list name, business or occupation and address. YES
 NO

23. TRAVEL (If you have ever traveled in any other countries give the dates, duration and purpose of such travel. If travel was in the United States, supply under item 38 additional data, including type of visa, place and date of issuance, date and port of arrival in the United States, places of residence in the United States and the date and port of departure from the United States.)

| COUNTRY | DATES | | PURPOSE |
|---------|-------|----|---------|
| | FROM | TO | |
| | | | |
| | | | |
| | | | |

24. MEMBERSHIPS, SOCIETIES, ASSOCIATIONS, CLUBS AND OTHER ORGANIZATIONS OF WHICH YOU ARE NOW OR HAVE BEEN A MEMBER, EXCEPT RELIGIOUS OR POLITICAL AFFILIATIONS

| <u>NAME</u> | <u>ADDRESS</u> | <u>TYPE</u> | <u>FROM</u> | <u>TO</u> | <u>OFFICE HELD</u> |
|-------------|----------------|-------------|-------------|-----------|--------------------|
| | | | | | |
| | | | | | |

25. MILITARY SERVICE (Outline military service past or present, giving country of service, branch of service, unit or organization, specialty, highest rank held, dates of service, present rank, and date and type of discharge.)

26. LIST ANY TITLES, ORDERS OR DECORATIONS BESTOWED UPON YOU

| TITLES, ORDERS OR DECORATIONS | DATE BESTOWED |
|-------------------------------|---------------|
| | |
| | |
| | |

27. EDUCATION

| NAMES AND LOCATIONS OF EDUCATIONAL INSTITUTIONS ATTENDED | DATES | | DEGREES | MAJOR SUBJECTS |
|--|-------|----|---------|----------------|
| | FROM | TO | | |
| | | | | |
| | | | | |
| | | | | |

28. LANGUAGES (Name and indicate the extent of your competence)

| LANGUAGE | SPEAK | | | READ | | | WRITE | | | UNDERSTAND | | |
|----------|-----------|------|------|-----------|------|------|-----------|------|------|------------|------|------|
| | Excellent | Good | Fair | Excellent | Good | Fair | Excellent | Good | Fair | Excellent | Good | Fair |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

29. REFERENCES. LIST THREE COMPETENT AND RESPONSIBLE PERSONS NOT RELATED TO YOU BY BLOOD OR MARRIAGE WHO ARE QUALIFIED TO SUPPLY DEFINITE INFORMATION REGARDING YOUR CHARACTER AND ABILITY. (Do not give names of supervisors listed in item 30.)

| NAME | ADDRESS IN FULL | OCCUPATION |
|------|-----------------|------------|
| | | |
| | | |
| | | |

30. EMPLOYMENT. (In the space provided below describe every position which you have held since you first began to work. Start with Present Position and work back to the first position which you held. Account for all periods of unemployment and state reasons for any unemployment indicated. If not enough space use Continuation Sheet.)

IF CURRENTLY EMPLOYED MAY WE APPROACH YOUR PRESENT EMPLOYER? YES NO

| | | |
|---|-------------------------------------|---------------------------|
| A. DATES OF EMPLOYMENT (Month, Year) | EXACT TITLE OF YOUR POSITION | SALARY OR EARNINGS |
| NAME AND FULL ADDRESS OF EMPLOYER | DUTIES | STARTING PER YR. |
| NAME AND TITLE OF IMMEDIATE SUPERVISOR | | FINAL PER YR. |
| REASON FOR WANTING TO LEAVE | | |
| | | |
| B. DATES OF EMPLOYMENT (Month, Year) | EXACT TITLE OF YOUR POSITION | SALARY OR EARNINGS |
| NAME AND FULL ADDRESS OF EMPLOYER | DUTIES | STARTING PER YR. |
| NAME AND TITLE OF IMMEDIATE SUPERVISOR | | FINAL PER YR. |
| REASON FOR LEAVING | | |
| | | |
| C. DATES OF EMPLOYMENT (Month, Year) | EXACT TITLE OF YOUR POSITION | SALARY OR EARNINGS |
| NAME AND FULL ADDRESS OF EMPLOYER | DUTIES | STARTING PER YR. |
| NAME AND TITLE OF IMMEDIATE SUPERVISOR | | FINAL PER YR. |
| REASON FOR LEAVING | | |
| | | |
| D. DATES OF EMPLOYMENT (Month, Year) | EXACT TITLE OF YOUR POSITION | SALARY OR EARNINGS |
| NAME AND FULL ADDRESS OF EMPLOYER | DUTIES | STARTING PER YR. |
| NAME AND TITLE OF IMMEDIATE SUPERVISOR | | FINAL PER YR. |
| REASON FOR LEAVING | | |
| | | |

| | |
|--|---|
| 31. SPECIAL QUALIFICATIONS AND SKILLS. List any special skills you possess and machines and equipment you can use, such as Multilith, Comptometer, Key Punch, etc. | Approximate Number of Words per Minute in: TYPING _____ SHORTHAND _____ |
|--|---|

ANSWER ITEMS 32 THROUGH 36 BY PLACING AN "X" IN THE PROPER COLUMN

| | YES | NO |
|--|--------------------------|--------------------------|
| 32. HAVE YOU EVER BEEN DISCHARGED OR FORCED TO RESIGN FOR MISCONDUCT OR UNSATISFACTORY SERVICE FROM A POSITION? IF ANSWER IS "YES" GIVE DETAILS UNDER ITEM 38. | <input type="checkbox"/> | <input type="checkbox"/> |
| 33 a. HAVE YOU NOW OR HAVE YOU EVER HAD ANY PHYSICAL LIMITATIONS?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| b. ARE YOU NOW UNDER A PHYSICIAN'S CARE AND IF SO, FOR WHAT REASON?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| c. HAVE YOU EVER HAD A NERVOUS DISORDER?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| d. HAVE YOU EVER HAD TUBERCULOSIS?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| e. WITHIN THE PAST 12 MONTHS, HAVE YOU USED INTOXICATING BEVERAGES TO EXCESS?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| f. DO YOU HAVE A DRUG OR NARCOTIC ADDICTION?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| g. WERE YOU EVER MEDICALLY DISCHARGED FROM THE ARMED FORCES?..... | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF YOUR ANSWERS TO ANY OF THE ABOVE IS "YES", GIVE PARTICULARS UNDER ITEM 38.

| | | |
|--|--|--|
| 34. HAVE YOU EVER BEEN ARRESTED OR DETAINED BY ANY POLICE OR MILITARY AUTHORITY?..... IF SO, NAME THE AUTHORITY, GIVE TIME, PLACE, REASON AND THE DISPOSITION OF COURT ACTION. | | |
|--|--|--|

| | | |
|--|--|--|
| 35. ARE YOU NOW, OR HAVE YOU EVER BEEN, A MEMBER OF THE COMMUNIST PARTY OR ANY COMMUNIST OR FASCIST ORGANIZATION?..... | | |
|--|--|--|

| | | |
|--|--|--|
| 36. ARE YOU NOW OR HAVE YOU EVER BEEN A MEMBER OF ANY ORGANIZATION, ASSOCIATION, MOVEMENT, GROUP, OR COMBINATION OF PERSONS WHICH ADVOCATES THE OVERTHROW OF THE CONSTITUTIONAL FORM OF GOVERNMENT OF THE UNITED STATES, OR ANY ORGANIZATION, ASSOCIATION, MOVEMENT, GROUP, OR COMBINATION OF PERSONS WHICH HAS ADOPTED A POLICY OF ADVOCATING OR APPROVING THE COMMISSION OF ACTS OR FORCE OR VIOLENCE TO DENY OTHER PERSONS THEIR RIGHTS UNDER THE CONSTITUTION OF THE UNITED STATES OR OF SEEKING TO ALTER THE FORM OF GOVERNMENT OF THE UNITED STATES BY UNCONSTITUTIONAL MEANS? | | |
|--|--|--|

37. IF YOUR ANSWER TO ITEMS 35 OR 36 IS "YES", STATE THE NAME OF THE ORGANIZATION, DATES OF MEMBERSHIP OR ASSOCIATION, AND EXTENT OF YOUR PARTICIPATION. IF YOU DESIRE TO EXPLAIN THE CIRCUMSTANCES OF YOUR MEMBERSHIP, USE SPACE UNDER ITEM 38 OR ATTACH A SEPARATE PAGE.

| <u>NAME</u> | <u>ADDRESS</u> | <u>TYPE</u> | <u>FROM</u> | <u>TO</u> | <u>OFFICE HELD</u> |
|-------------|----------------|-------------|-------------|-----------|--------------------|
| | | | | | |

| |
|--|
| 38. USE THIS SPACE FOR DETAILED ANSWERS. NUMBER ANSWERS TO CORRESPOND WITH QUESTIONS. ADD ANY INFORMATION NOT COVERED ABOVE WHICH MIGHT AFFECT YOUR EMPLOYMENT. USE EXTRA BLANK PAGES, IF NECESSARY. |
|--|

PRIVACY ACT STATEMENT
(APPLICABLE ONLY TO APPLICANTS WHO ARE RESIDENT ALIENS OF THE U.S.)

The Foreign Service Act of 1980, as amended, implies the authority to solicit personal information from individuals due to its relevance to the appointment, training, evaluation and assignment processes. This information is used by the Department of State to assist in evaluating your qualifications for employment in the Foreign Service. The information you furnish will be reviewed by authorized persons within the Department of State and other agencies at posts abroad as requested. Failure to answer all applicable questions on this form may delay consideration of your application and could result in your not receiving full consideration for a position in which this information is needed.

CERTIFICATION

BEFORE SIGNING THIS FORM MAKE SURE YOU HAVE ANSWERED ALL QUESTIONS FULLY AND COMPLETELY. A FALSE STATEMENT ON THIS APPLICATION IS CAUSE FOR DISMISSAL.

I DO SOLEMNLY AFFIRM THAT THE INFORMATION CONTAINED HEREIN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

| | |
|--|-------|
| _____ | _____ |
| (Name as usually written and which will be used as official signature) | Date |

**ATTACHMENT 8
U.S. AND PHILIPPINE HOLIDAYS**

| | |
|---------------------------------------|--------------------------------------|
| New Year's Day (U.S./PHL) | January 1 |
| M. L. King Jr. Day (U.S.) | 3 rd Monday of January |
| Chinese New Year's Day (PHL) | Movable Date |
| U.S. President's Day (U.S.) | 3 rd Monday of February |
| Maundy Thursday (PHL) | Movable Date |
| Good Friday (PHL) | Movable Date |
| Bataan & Corregidor/Heroism Day (PHL) | April 9 |
| Philippine Labor Day (PHL) | May 1 |
| U.S. Memorial Day (U.S.) | Last Monday of May |
| Philippine Independence Day (PHL) | June 12 |
| U.S. Independence Day (U.S.) | July 4 |
| Ninoy Aquino Day (PHL) | August 21 |
| National Heroes Day (PHL) | Last Monday of August |
| U.S. Labor Day (U.S.) | 1 st Monday of September |
| Eid-ul-Fitr (PHL) | Movable Date |
| Columbus Day (U.S.) | 2 nd Monday of October |
| All Saints' Day (PHL) | November 1 |
| U.S. Veterans Day (U.S.) | November 11 |
| U.S. Thanksgiving Day (U.S.) | 4 th Thursday of November |
| Bonifacio Day (PHL) | November 30 |
| Christmas Day (U.S./PHL) | December 25 |
| Rizal Day (PHL) | December 30 |
| Last Day of the Year (PHL) | December 31 |