



CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

50-Empress Road
Lahore-54000

June 02, 2022

Dear Offerors,

SUBJECT: RFQ Number **19-PK50-22-Q-7004** HVAC Ducting and Piping Insulation
Repair/Replacement at CGOB 50-Empress Road, Lahore.

The Consulate of the United States of America invites you to submit a quotation for the HVAC ducting and piping insulation repair/replacement at U.S Consulate General, 50-Empress Road, Lahore, as described in the Scope of Work (SOW). If you are interested in submitting a quotation on this project, read the instructions in Sections J and L of the attached Request for Quotation (RFQ).

If you intend to submit a quotation, you should thoroughly examine all documents contained in the contract solicitation package. The Consulate intends to conduct a site visit (**see J. C, 52.236-27**). The site visit will be held on **June 09, 2022, at 1030 hrs**. Offerors interested in attending must e-mail: LahoreProcurementDL@state.gov on or before **1200 hrs. June 07, 2022**. A maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide the full name of participant(s) (as written on NIC), NIC number and particulars of vehicle to be used (make, model, color, and registration number).

Your quotation must be submitted in a sealed envelope marked "**Quotation Enclosed (19-PK50-22-Q-7004)**" to GSO Procurement, US Consulate General, 50-Empress Road, Lahore on or before **1500 hrs. June 20, 2022**. No quotation will be accepted after this time. Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

For a quotation to be considered, you must also complete and submit the following:


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

Please direct any questions regarding this solicitation to Ramon Olivier, Contracting Officer, by letter or telephone at 92 42 36034000, during regular business hours.

Sincerely,

Andrew T. Staples
Management Officer

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 19-PK50-22-Q-7004	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFQ)	3. DATE ISSUED 06/02/2022	PAGE OF PAGES 1 of 45
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR 10783094	6. PROJECT NO. HVAC Ducting & Piping Insulation CGOB
7. ISSUED BY Contracting Officer, GSO-Procurement & Contracting Office US Consulate General 50-Empress Road, Lahore	CODE	8. ADDRESS OFFER TO Contracting Officer, GSO-Procurement & Contracting Office US Consulate General 50-Empress Road, Lahore
9. FOR INFORMATION CALL: 	A. NAME Musawar Sultan	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) +92 42 3603 4000

SOLICITATION

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

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

TABLE OF CONTENTS

- A. Price
 - B. Scope of Work
 - C. Packaging and Marking
 - D. Inspection and Acceptance
 - E. Deliveries/Performance
 - F. Administrative Data
 - G. Special Requirements
 - H. Clauses
 - I. List of Attachments
 - J. Quotation Information
 - K. Evaluation Criteria
 - L. Representations, Certifications, and other Statements of Offerors
- Attachments:
- Attachment 1: Sample Bank Letter of Guarantee (1 page)
 - Attachment 2: Breakdown of Price by Divisions of Specifications (1 page)
 - Attachment 3: Scope of Work (SOW) (8 pages)
 - Attachment 4: Layout of Restroom (1 page)

11. The Contractor shall begin performance within **10** calendar days and complete it within 45 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? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i>	12B. CALENDAR DAYS 10 days after Award
YES x NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and one copy to perform the work required are due at the place specified in Item 8 by **1500** (hour) local time **June 20, 2022**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **30** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS →

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE			20C. OFFER DATE		

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. 253(c)()
26. ADMINISTERED BY Contracting Officer, U.S Consulate General, 50-Empress Road Lahore	CODE GSO	27. PAYMENT WILL BE MADE BY Financial Management Officer (FMO) U.S Consulate General, 50-Empress Road Lahore

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, requisitions identified on this form and any continuation sheets for the consideration slated 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 or 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 BY	
31C. AWARD DATE	

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BACK (REV. 4-85)

STANDARD FORM 1442

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, overhead, and profit.

_____ **Total Price in Pak Rupees**

B. SCOPE OF WORK

Contractor shall carry out the following works with CO/COR approval:

The Contractor shall provide cleared personnel, including a Project Site Manager who possesses Level 3 English and sufficient technical knowledge to be able to carry out the duties as required for this project. In addition, the Project Site Manager must have the ability to address issues encountered daily.

The Contractor shall follow security directives as explained by the Regional Security Office (RSO) at post.

This project consists of HVAC ducting and piping insulation repair/replacement, at U.S Consulate General 50-Empress Road Lahore. Contractor shall provide all construction/fabrication, furnishing of materials including civil work, labor, machinery, and equipment required to complete this project.

Contractor shall carry out this project at U.S Consulate General, 50-Empress Road, Lahore.

C. PACKAGING AND MARKING

Reserved

D. INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR), or his/her authorized representatives, will from time to time inspect 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 meet applicable 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 because 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.
- (2) Can be completed or corrected within the time frame 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 (apart from 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:

- ✓ Commence work under this contract within **10** calendar days after the date the contractor receives the notice to proceed,
- ✓ Prosecute the work diligently, and,
- ✓ Complete the entire work and be ready for use not later than **60** calendar days after **Notice to Proceed (NTP)**.

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

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **Pak Rs 10,000.00** for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "10" calendar days after receipt of an executed contract".

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

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work 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 execute the work, commencing and completing performance not later than the time 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 between **08.00 – 16.30 hrs (Monday to Friday five days a week)**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give notice 48 hours in advance to the 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 **U.S Consulate General, 50-Empress Road, Lahore** to discuss the schedule, submittals, notice to precede, mobilization and other important issues that affect 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>Delivery Date</u>	<u>Deliver to</u>
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule /Paint Product data sheets	1	05 days after award	COR
Section E Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	05 days after award	COR
Section F. Payment Request	1	last calendar day of each month	COR
Section D. Request for Substantial	1	10 days before inspection Completion	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)

(b) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to act 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.

(c) The COR for this contract will be the **Facilities Manager, U.S. Consulate General Lahore.**

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 based on 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.

Invoices shall be submitted one (1) in original to Financial Management Officer (FMO) and two (2) copies to the Contracting Officer (CO) at the following addresses:

FMO's Address:

Financial Management Office (FMO)
US Consulate General
50-Empress Road
Lahore

CO's Address:

Contracting Officer (GSO-Procurement)
US Consulate General
50-Empress Road
Lahore

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. These bonds should be in the form of irrevocable letter of credit, bank guarantee, or insurance guarantee from a recognized financial institution.

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 stated in Pak Rupees:

Per Occurrence	Pak Rs 50,000.00
Cumulative	Pak Rs 250,000.00

2. Property Damage on or off the site in Pak Rupees:

Per Occurrence	Pak Rs 50,000.00
Cumulative	Pak Rs 250,000.00

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 an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

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 always 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 may take seven (7) days to perform. For everyone the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Copy of National Identity Card

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 always provide an English-speaking supervisor on site. 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, manufacturers, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 Equitable Adjustments

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

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

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

G.9.0 Zoning Approvals and Permits

The **Contractor** shall be responsible for:

- obtaining approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- For obtaining and paying for the permits.

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-7	CENTRAL CONTRACTOR REGISTRATION (DEC 2012)
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (AUG 2012)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (FEB 2012)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-10	<i>Notice of Buy American Act/Balance of Payments Program— Construction Materials (FEB 2000)</i>
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)

52.225-14	Inconsistency between English Version and Translation of Contract (AUG 1989)
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 (SEP 2009)
52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	<i>Prohibition of Assignment of Claims (JAN 1986)</i>
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	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 (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-9	Use & Charges (AUG 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012)
(DEVIATION)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS) and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government.

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the non-procurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

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

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state, and Zip Code.

(iv) Company mailing address, city, state, and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

- (A) Change the name in the **SAM** database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

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

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an email 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)

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

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

- (1) Provide appropriate safety barricades, signs, and signal lights.
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding.
 - (ii) Work at heights above two (2) meters.
 - (iii) Trenching or other excavation greater than one (1) meter in depth.
 - (iv) Earth moving equipment.
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

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

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive, or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

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

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

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

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

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

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

(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.

652.243-70 NOTICES (AUG 1999)

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

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

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

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

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO.PAGES</u>
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 4	Scope of Work (SOW)	11

ATTACHMENT # 1

SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer
U.S. Consulate General,
50-Empress Road
Lahore

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of [Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer’s written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [Name]

Address:

Representative(s): _____

Location: _____

State of Inc.: _____

Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT # 2

**UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

HVAC DUCTING AND PIPING INSULATION REPAIR/REPLACEMENT, LAHORE					
Insulation & Cladding BOQ					
Sr. No.	Description	Qty	Unit	Unit Rate	Amount
1	Supply & installation of COR approved Class "O" insulation, density 46-65 Kg/m ³ in appropriate thickness, thermal rating by manufacturer as provided in SOW document. Complete with adhesives, sealers, cladding other accessories as specified & scheduled for all water piping & fittings including valves, strainers etc.				
1.a	6"	180	Rft		
1.b	5"	600	Rft		
1.c	4"	310	Rft		
1.d	3"	800	Rft		
1.e	2-1/2"	220	Rft		
1.f	2"	260	Rft		
1.g	1-1/2"	300	Rft		
1.h	1"	1100	Rft		
2	Supply & Installation of COR approved Class " O" insulation density 46-65 Kg/m ³ , thermal conductivity 0.035 w/mk fire performance conforming SOW, with adhesives, sealers, cladding, and other accessories all as per SOW.	2200	SFT		
3	Complete removal and disposal of damaged insulation, surface preparation, painting and making ducting and pipe work ready for new insulation as specified in SOW and approved by COR.	1	lot		
4	Labeling and Identification Work as specified in SOW and approved by COR.	1	lot		
5	Painting work as specified in SOW and approved by COR.	1	lot		
Grand Total in PKR					

Allowance Items:

PROPOSAL PRICE TOTAL PAK Rs.: _____

Alternates (list separately, do not total)

Offeror:

Date

ATTACHMENT # 4 SCOPE OF WORK (SOW)

PROJECT BACKGROUND

Consulate Office Building has three locations associated with separate HVAC systems that have insulation failures. The project scope will be to remove and discard old, damaged insulation material completely and install new weather tight replacement exterior and interior duct insulation on systems associated duct works, chilled water and all other refrigerant piping and piping located in basement mechanical room, at office building roof (two chillers), and first floor AHU room. There is currently interior and exterior duct and piping damage and missing insulation that will need to be addressed to mitigate any further damage and return the system to intended design condition.

GENERAL PARAGRAPHS

1. Scope Includes: The Contractor shall provide all materials, labor, and equipment necessary for complete replacement of interior and existing insulation of all ducting, piping, refrigerant piping of locations mentioned above in accordance with the minimum standards set forth in attached specifications and specified by the approved product manufacturer. Estimated bill of quantities is attached with the scope of work document. Contractor will be paid as per work performed at site based on field measurements and unit rates.

2. Performance of Work: Work shall be performed in accordance with following sections of statement of work and applicable codes and industry standards

- General Paragraphs,
- Repairing of surfaces / leaks
- Painting and Coating
- Mechanical Identification
- HVAC Ducting and Piping Insulation

3. Contract Completion Time: The Contractor shall submit to the COR a detailed program of works within 10 days from acceptance of the offer showing the intended method, stages, and order of the work execution in coordination with the Facilities Management Office together with the duration estimated for each and every stage of the works. The program shall include at least the following:

- a) Dates of documents/drawings/technical submittals submissions to COR to obtain necessary approvals.
- b) Date for the placement of orders for material and other related equipment.
- c) Expected completion dates for the works i.e. when work site needs to be ready.
- d) Delivery dates of equipment and materials at site.
- e) Dates of commencement and completion of every stage of the works in coordination with the Facilities Management Office.
- f) Date of final completion, testing, and commissioning
- g) **Estimated duration for work 60 Days.**

4. Coordination: The Contractor shall notify the COR three working days (72 hours) prior to beginning each phase of work to schedule an inspection of that work. Contractor is also required to coordinate with COR for access, dismantling and installation work. The contractor shall pay particular attention, shall plan, coordinate and program his/her works to suit and adhere to the Facilities Management section needs to achieve efficient workflow on site. Any significant problem encountered during the coordination works, which are beyond contractor's control, shall promptly be reported to the COR.

5. Code Compliance: All work shall be in accordance with applicable Federal, State, and local laws and the most recent ICC Codes, as applicable. Following is a list of codes provided for reference:

- i) HVAC Works:
 - International Mechanical Code
 - ASHRAE Standard
 - SMACNA
 - NFPA
 - ASTM (ASTM A666, ASTM D4673, ASTM D624, ASTM E84, ASTM E1196, UL 723)
- ii) Plumbing Works:
 - International Plumbing Code
- iii) Electrical Works:
 - IEE Wiring Regulation
 - Pakistan Electricity Rules
 - Electric Inspectors Regulation & Requirements
 - NFPA Standards
 - National Electric Code (NEC) 2021

6. Permit: Excavation, Hot work permits or any activity that required permitting shall be coordinated with Facilities to avoid disturbing or destroying utility service lines. The Contractor must verify the location of all utilities prior to commencement of any excavation activities. The Contractor is responsible for all coordination and any liabilities associated with work performed at site.

7. Dumping: Contractor will be responsible to make all arrangements removal of all materials, leftovers, debris, and garbage from premises every day by the end of the day in an approved and lawful manner and cleaning of the areas in premises where work is performed. Burning or burying of rubbish on-site or otherwise is prohibited.

8. Products: The contractor shall provide all necessary insulation, supplies and equipment, glue, silicon, aluminum cladding, brushes, rollers, buckets, mixers, drop cloths, scrapers, sanding gear, sprayers, ladders, scaffoldings in good condition as necessary to perform the work. No material or equipment will be furnished by the government.

9. Craftsmanship: All work shall be crafted in a professional manner. No drips, flaws, or second-rate work will be accepted. If craftsmanship is lacking, the Contractor shall correct the deficiencies at no additional cost to the owner.

10. Cleaning: After completion of work stated in SOW. HEPA vacuum all visible surfaces in the dwelling including clothing, furniture, walls, floors and ceilings. Wet wipe all surfaces with lead specific detergent or equivalent and rinse. After surface is dry, HEPA vacuum all visible surfaces except ceiling. All work to be done per statement of work or defined by COR.

11. Material Submission: All equipment and material to be used in the works shall be subject to the compliance of specifications and approval obtained from COR prior to delivery of the same on site. It is to be specifically noted that any approval given by the COR shall not relieve this Contractor of his/her obligations under this contract. At minimum include following in the submittals:

- a. Name of Manufacturer
- b. Model Number (Where required)
- c. Source of procurement of each such product, material, or equipment
- d. Step by step installation details
- e. Other pertinent information concerning the
 - Nature
 - Appearance
 - Dimensions
 - Performance
 - Capacity
 - Rating

12. Manufacturer Shop Drawings: The drawings shall show detailed construction, installation, jointing details etc. Immediately after placing of any order or at any event within 2 weeks unless otherwise approved in writing by the COR, the Contractor shall forward to the Engineer/Consultant for comment, 4 copies of manufacturer's shop drawings indicating detailed construction, principal dimensions and weights, clearances for withdrawals and/ or cleaning, etc. No work shall proceed on or off Site unless drawings requiring approval are so approved in writing by the Engineer/Consultant.

The COR shall review the drawings &

- (i) Approve the drawing or,
- (ii) Disapprove the drawings with comments or,

Disapprove the drawings with comments for rectification/revision. In the event of (iii), the Contractor shall correct/revise the drawing & resubmit 3 hard-copies of the drawings plus soft-copy on AUTOCAD CD to the COR for Approval. On a drawing being approved, the Contractor shall submit 2 hard-copies plus soft-copy on AUTOCAD CD for formal approval and distribution to relevant offices.

13. Verification of Actual Measurement on Site: The Contractor shall be solely responsible for verification of actual site dimensions. All working drawings prepared by the contractor shall be subject to the actual verification by the Contractor on site. Final billing will also be done based on actual measurements of work done.

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

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

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

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

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

- (1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
- (2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

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

15. Protection:

15.1. The Contractor shall protect furniture, appliances, and other finished surfaces from damage during the execution of the work.

15.2. The Contractor shall be and remain liable to US Consulate in accordance with applicable law for all damages to the US Consulate property caused by the Contractor's negligent performance of any of the services furnished under this scope.

15.3. Work not to be finished under this contract shall be protected against spatter, stain or soiling, and each type of finished surface shall be protected against defacement by other subsequent finishes.

15.4. Such protected items are to include all permanent labels (e.g. UL, AAMA, name plates, numbers, etc.) on doors and windows, receptacle and switch plates, vinyl and rubber base moldings, as well as mechanical equipment, pumps, valves, sprinkler heads, smoke detectors and carbon monoxide detectors.

16. Hour of Operation:

Monday to Friday: 0800 to 1630

48 hours advance notice is required for any work performed on Saturdays, designated Holidays or US government holidays.

17. Site Supervision:

The Contractor shall keep on the Site a Site Engineer/Consultant along with a team of competent and technically qualified site supervisors to control, supervise and manage all the Works on Site. The Site Engineer/Consultant shall be vested with suitable powers to receive instructions from the COR.

The team shall be of adequate strength and all personnel deployed on site by the Contractor shall be technically competent and have adequate site experience for the Works. The Contractor shall submit the CV of all such personnel and obtain approval from the COR prior to their deployment on site. The Contractor shall immediately replace any site supervisor whose experience, skill or competency is, in the opinion of the COR, found to be inadequate for the work.

All such approvals provided by the COR shall not relieve the Contractor from any or all obligations of the Contract. The Contractor shall also refer to the Conditions of Contract for other specific requirements, if any, on site supervision.

18. Inspection of Completed Works:

The Contractor is required to give the COR due notification at least 02 working days' notice for inspection of completed work or any phase of work. The final inspection should then be carried out, without unnecessary delay within contract completed time.

Repairing of surfaces / leaks

Contractor is required to submit step by step procedure and products for all types of surface repairs and leak repairing of ducting or any other HVAC system component/ equipment or piping.

All material shall be applied in strict accordance with the approved product manufacturer's direction unless otherwise specified. Complete cleaning of rust from surfaces with 60-grit sandpaper until entire surface appears rough and non-glossy. Clean surfaces with approved cleaning agents till no dirt or oil remains on the surface. Allow the surface to dry for 20 to 30 minutes. Apply approved primer and two-part epoxy-based rust inhibitive paint system with thick topcoat layer until the metal surface has an even coat of paint that shows no bare metal.

At minimum for expose leaking seams / joints and apply additional sealant. If observed leaks are due to large gaps completely expose and inspect and reconnect correctly in an approved manner. Cover the joints with a 1/8" thick layer of code-approved / recommended duct mastic as per ducting type, using a paintbrush to smear the mastic. Apply all repairing, insulation, and other material as per manufacturer approved method. These procedures are general in nature and contractor is advised to submit repair procedure of G.I ducts, copper piping, metal piping and other surfaces as required under this contract.

Painting and Coating

1. General:

- a) Furnish labor, materials, equipment, ladders, scaffolding, protective covers, other items required to

prepare and finish surfaces of work specified herein or in any of the other sections.

- b) Paint color scheme shall be specified at the time of painting or earlier and shall be based on American Standard "Scheme for Identifications of Piping System" ASA A-13.1 or ASTM standards.
- c) All material shall be applied in strict accordance with the paint manufacturer's directions unless otherwise specified.
- d) Paint shall be applied by brush, spray or any other paint manufacturer's approved method in such a manner that a uniform thickness (as per manufacturer's recommendation) is maintained in each coat and no defects are produced in the previous coats.
- e) Each coat shall preferably be of a different Color so as to produce a contrast assuring complete covering by the next coat. Sufficient time shall be allowed between coats to permit drying. A minimum of 24 hours between applications on any one surface shall be allowed unless otherwise specified by the manufacturer.
- f) No painting work shall be done on exterior surfaces during rainy, damp, foggy or dusty weather and no painting material shall be applied if the temperature is above 122°F (50°C) or below 41°F (5°C). Painting work shall be avoided in cases where the surface is damp or when there is dirt and dust deposition due to blowing winds. The Owner's representative shall determine whether the conditions are suitable for painting or not.
- g) The primer coat of paint shall be applied as soon as possible after the surface preparation but, in any case, on the same day.
- h) Before application of painting material, COR shall inspect and approve the quality of surface preparation and the preparation of painting material.

2. Paint System:

2.1. Materials & Equipment

All materials & equipment shall be provided with a fresh coat of paint of same color as the existing paint, if the same has deteriorated to an extent to require fresh painting. Paint shall be applied as per the accepted norms and as directed by the manufacturer or COR recommendations. All piping, valves, fittings, HVAC equipment, support structure, complete mechanical room walls and ceiling etc. shall be painted with two coats of primer followed by the two coats of matching paint or as approved by the COR.

3. Surface Preparation:

- a) Surface to be painted shall be dry and free from burrs, weld spatter, flux, dirt, dust, rust, loose mill scale, grease, oil and other foreign matter before any paint is applied.
- b) All rust and loose mill scale etc. shall be removed by thoroughly chipping, scraping and wire brushing. Oil, grease, dust etc. shall be removed by washing down with a suitable solvent, as recommended by the paint manufacturer, and wiping with clean rags.
- c) The minimum acceptable standard for surface preparation shall be SSPC-SP2, 'Hard Tool Cleaning' or as per approved in accordance with surface type.
- d) All tools shall be used in such a manner so as not to leave rough or sharp surfaces. No cuts shall be made on steel surfaces.
- e) Before applying the finish coat the primed surface shall be scuffed lightly with sand paper recommended by the paint manufacturer.

4. Field Quality Control:

Perform Work in accordance with relevant paint manufacturer's recommendations. Ensure that surface preparation is properly done and get COR's approval before painting. Also get approval after each coat of paint is completed.

Location:

All exposed painted pipes, equipment, complete mechanical rooms (walls and ceiling) unless noted otherwise.

Mechanical Identification

1. General:

The Contractor shall install mechanical identification tags, shield, plates, etc., where specified, or directed by the COR. All components of the identification system shall be submitted to the COR for approval & approval obtained prior to installation.

2. Labelling & Identifying Piping:

The Contractor shall attach a stencil near each valve on the pipe, indicating the name of the fluid. Also, an arrow should be painted next to the legend indicating the direction of flow in pipe. The legend shall be placed in a location so that it can be easily read from the floor. The legend shall conform in size of letters and color to ASME A-13.1, "Scheme for the Identification of Piping System", but shall not be less than 32mm letters for duct work, and not less than 19mm letters for access door sign & similar operational instructions.

Install pipe markers as follows on each system, wherever piping is exposed in finished spaces, machine rooms, accessible maintenance spaces (shafts, tunnels, plenums) and exterior non-concealed locations. Include arrows showing normal direction of flow:

- a) Near each valve and control device.
- b) Near each branch, excluding short take-offs for fixtures and terminal units. Mark each pipe at branch, where flow pattern is not obvious.
- c) Near locations where pipes pass through walls, floors, ceilings or enter non-accessible enclosures.
- d) At access doors, manholes and similar access points that permit view of concealed piping.
- e) Near major equipment items and other points of origination and termination.
- f) Spaced at a maximum of 3 meters intervals along each run. Reduce intervals in congested areas of piping and equipment.
- g) On piping above removable acoustical ceilings, except omit intermediately spaced markers.

3. Labelling & Identifying Valves:

Identification Tags shall be installed on all valves, controls and other parts of the system where necessary. Tags shall be either of engraved laminated plastic as approved by COR, 3mm thick (black in front and white behind) 1.6 inches (40mm) round or square with letters or numbers 0.5 inches (12mm) high and fastened securely with brass "S" hooks or chains.

The Contractor shall further provide charts, diagrams, of size and type as approved designating numbers, service or function and location of each tagged item.

4. Labelling & Identifying Ducts:

- a) Duct Systems: Identify air supply, return, exhaust, intake and relief ducts with stenciled signs and arrows, showing duct system service and direction of flow.
 - i) Location: In each space where ducts are exposed or concealed by removable ceiling system, locate signs near points where ducts enter into space and at maximum intervals of 3 meters.
- b) Adjusting: Relocate identifying devices, which become visually blocked by work of this section or other sections of scope.

HVAC Ducting and Piping Insulation

Part 1 - General:

1.1 Summary

Section Includes:

- 1.1.1 HVAC piping insulation, jackets, and accessories.
- 1.1.2 HVAC ductwork insulation, jackets, and accessories.
- 1.1.3 Equipment Insulation, jackets, and accessories.

1.2 Submittals

- A. Product Data: Submit product description, manufacturer information, thermal characteristics, code compliance and list of materials and thickness for each service, and location.

1.4 Warranty

- A. Furnish five-year manufacturer warranty for man-made fiber.
- B. Furnish one-year warranty for all insulation work and workmanship.

Part 2 - Products:

2.1 Manufacturer

- A. Manufacturers for Glass Fiber and Mineral Fiber Insulation Products:
 - 1. Johns Manville.
 - 2. Knauf Insulation
 - 3. Owens-Corning.
- B. Manufacturers for Closed Cell Elastomeric Insulation Products:
 - 1. Aeroflex. Aerocell.
 - 2. Armacell, LLC. Armaflex.
 - 3. Nomaco. K-flex.

2.2 Pipe Insulation

- A. ASTM C547, molded glass fiber pipe insulation. Conform to ASTM C795 for application on Austenitic stainless steel.
- B. ASTM C534, Type I, flexible, closed cell elastomeric insulation, tubular.
- C. Vapor Barrier jackets, ASTM C921, ASTM C1136, Type 1, factory applied reinforced foil kraft with self-sealing adhesive joints or white craft paper with glass fiber yarn, bonded to aluminized film. Water vapor permeance to meet or exceed ASTM E96/E96M; 0.02 perms.
- D. Insulating materials shall have thermal conductivity values not more than those listed hereafter:

MATERIAL	TYPE	THERMAL CONDUCTIVITY. W/M/DEG.C
Fiber Glass	All	0.034
Closed Cell	All	0.016
Polyurethane	Sectional	0.025

All conductivity figures are rated at an average temperature of 24 deg C. Thickness of insulation for 1" and less than 1" size piping is 1" (one) inch and for piping diameter greater than 1 inch provide 1.5 inch thick insulation. Insulation density is 46-65 kg/m3.

E. Insulation Installation: No insulation shall be applied to any system of piping until all foreign matter has been removed from the surface to be insulated, and until the piping has been tested, cleaned out and made tight and painted. All insulation shall be applied in a manner consistent with good practice and methods. All longitudinal joints of pipe shall be top and bottom. Insulation shall be continuous through walls, floors, ceiling, and partitions etc.

F. Insulation: All cold & hot water piping shall be insulated as indicated. Insulation shall be in pre-formed sections with tongue and groove attachment. All insulation shall be fixed to the pipe with approved adhesive. Insulation shall be continuous and gaps if any shall be filled up. Circumferential and longitudinal joints of vapor barrier and jacket shall be over-lapped at least 50mm.

G. Vapor Barrier: shall be as specified (Saranex CX Vapor Retarder Film, Saranex CX Retarder Tape or approved) Vapor barrier shall be fixed to the insulation with approved adhesive (Zahabiya Chemicals or approved compatible type) covering 90% to 100% surface area. All circumferential and longitudinal joints shall be over-lapped at least 50mm. Vapor barrier shall be completely continuous. All scratches, tears, etc., shall be made good by pasting fresh layers of the vapor barrier on the discontinuity.

H. Jacket: shall be as specified. All circumferential and longitudinal joints shall be overlapped at least 50mm. The jacket shall be stretched tight over the insulation using adhesive which shall cover 100% area. Cut edges shall not be visible. All longitudinal joints shall be on top for horizontal piping and hidden from view for vertical piping. Circumferential joints shall be equally distant and equal to the width of the jacket roll. Patches shall not be permitted.

I. Vapor Barrier Coating: shall be as specified by COR and compatible.

J. Cladding: All chilled and hot water piping shall be provided with cladding material as approved from the list of material below. At all flanges and valves the cladding shall be openable type. Valves shall be provided with specialized valve boxes and insulation valve jackets.

2.3 Pipe Insulation Jackets

- A. Vapor Retarder Jacket:
 - 1. ASTM C921, ASTM C1136 white Kraft paper with glass fiber yarn, bonded to aluminized film.
 - 2. Water Vapor Permeance: ASTM E96 / E96M; 0.02 perms.

- B. PVC Plastic Pipe Jacket:
 - 1. Product Description: ASTM D1785, one-piece molded type fitting covers and sheet material, off-white color.
 - 2. Thickness: 30 mil.
 - 3. Connections: Brush on welding adhesive with VOC content of 50 g/l according to 40CFR 59, subpart D (EPA Method 24).

- C. ABS Plastic Pipe Jacket:
 - 1. Jacket: One-piece molded type fitting covers and sheet material, off-white color.
 - 2. Water Vapor Permeance: ASTM E96 / E96M; 0.02 perms.
 - 3. Thickness: 30 mil.
 - 4. Connections: Brush on welding adhesive.

- D. Aluminum Pipe Jacket:
 - 1. ASTM B209.
 - 2. Thickness: 0.2-inch-thick sheet.
 - 3. Finish: Embossed.
 - 4. Joining: Longitudinal slip joints and 2-inch laps.
 - 5. Fittings: 0.2-inch-thick die shaped fitting covers with factory attached protective liner.

- E. Stainless Steel Pipe Jacket:
 - 1. ASTM A240 / A240M OR ASTM 666 Type 304 stainless steel.
 - 2. Thickness: 0.018 inch thick (26 ga)
 - 3. Finish: Smooth.

2.4 Pipe Insulation Accessories

- A. Vapor Retarder Lap Adhesive: Compatible with insulation.
- B. Covering Adhesive Mastic: Compatible with insulation.
- C. Piping 1-1/2 inches diameter and smaller: Galvanized steel insulation protection shield.MSS SP-69, Type 40. Length: Based on pipe size and insulation thickness.
- D. Piping 2 inches diameter and larger: Wood insulation saddle, hard maple. Inserts length:not less than 6 inches long, matching thickness and contour of adjoining insulation.
- E. Closed Cell Elastomeric Insulation Pipe Hanger: Polyurethane insert with aluminum singlepiece construction with self-adhesive closure. Thickness to match pipe insulation.
- F. Insulating Cement: ASTM C195; hydraulic setting on mineral wool.
- G. Adhesives: Compatible with insulation. Shall be UL classified.

2.5 Ductwork Insulation:

A. Concealed supply, return and exhaust air ducts:

Unless otherwise indicated insulate all ductwork with ASTM C1290, 25mm to 40mm thick, 46-65 Kg/M³, glass fiber, commercial grade with factory applied reinforced aluminum foil jacket meeting ASTM C1136. Butt all joints tightly and seal all breaks and joints by adhering a 75mm Aluminum foil approved compatible type vapor barrier tape or sheet with a fire-retardant adhesive. Adhesive covering shall be 90 to 100 percent of surface area.

Insulate flexible connections and connections to diffusers with 25 mm to 40mm thick, 46-65 Kg/M³ density reinforced aluminum foil faced, flame resistant flexible fiberglass insulation. Overlap onto adjacent insulation and seal with adhesive duct tape to give good closure.

Where ductwork is installed in ceiling voids and masonry shafts, which are not used as return air plenums insulate with 50mm thick, 46-65 Kg/M³ density aluminum foil faced rigid fiberglass duct insulation.

Vapor Retarder Jacket:

- 1 Kraft paper with glass fiber yarn and bonded to aluminized film 0.0032-inch vinyl.
- 2 Water Vapor Permeance: ASTM E96/E96M; 0.02 perms.
- 3 Secure with pressure sensitive tape.

Canvas Duct Jacket: UL listed, 6 oz/sq yd, plain weave cotton fabric with fire retardant lagging adhesive compatible with insulation.

B. Exposed supply, return and exhaust air ducts:

For ducts exposed inside conditioned spaces, insulate as described above for concealed air ducts with ASTM C1290, 25mm thick to 40mm thick, 46-65 Kg/M³, glass fiber, commercial grade with factory applied reinforced aluminum foil jacket meeting ASTM C1136. Butt all joints tightly and

seal all breaks and joints by adhering a 75mm Aluminum foil approved compatible type vapor barrier tape or sheet with a fire-retardant adhesive. Adhesive covering shall be 90 to 100 percent of surface area. Then cover with Aluminum duct jacket (ASTM B209), 0.9mm or thicker with longitudinal slip joints and 2-inch laps. Use die shaped fitting covers with factory attached protective liner. For ducts exposed in non-air-conditioned areas, insulate using the method described for concealed ducts but using insulation with a minimum thickness of 50mm, 46-65 Kg/M³ density rigid fiberglass insulation. Then apply vapor retardant and canvas duct jacket.

Then cover with Aluminum duct jacket (ASTM B209), 0.9mm or thicker with longitudinal slip joints and 2-inch laps. Use die shaped fitting covers with factory attached protective liner.

All duct works exposed externally to the building, installed on roof and within plant rooms is to be clad with Aluminum duct jacket (ASTM B209) , 0.9mm or thicker as specified before.

Where ducts penetrate the building shell, the duct shall be flushed and waterproofed before any insulation is applied.

Vapor Retarder Jacket:

- 1 Kraft paper with glass fiber yarn and bonded to aluminized film 0.0032-inch vinyl.
- 2 Water Vapor Permeance: ASTM E96/E96M; 0.02 perms.
- 3 Secure with pressure sensitive tape.

Canvas Duct Jacket: UL listed, 6 oz/sq yd, plain weave cotton fabric with fire retardant lagging adhesive compatible with insulation.

2.6. Ductwork Insulation Accessories:

- A. Vapor Retarder Tape: Kraft paper reinforced with glass fiber yarn and bonded to aluminum film, with pressure sensitive rubber-based adhesive.
- B. Vapor Retarder Lap Adhesive: Compatible with insulation.
- C. Adhesive: Waterproof, ASTM E162 fire-retardant type.
- D. Liner Fasteners: Galvanized steel, self-adhesive pads with integral press -on head.
- E. Tie Wire: 14-gauge stainless steel with twisted ends on maximum 12-inch centers.
- F. Lagging Adhesive: Fire retardant type with maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- G. Impale Anchors / Insulation Fasteners: Galvanized Steel, 12-gauge self-adhesive pads and self -locking insulation anchors lockable washers.
- H. Adhesives: Compatible with insulation. Shall be UL classified.
- I. Membrane Adhesives: As recommended by membrane manufacturer.

END OF SCOPE OF WORK

SECTION J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

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

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

B. SUBMISSION OF QUOTATIONS

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

Each quotation must consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Standard Form 1442 including Price Proposal and Completed Section B, Attachment 2, " <i>Breakdown of Proposal Price by Divisions of Specifications</i> ", and completed Section K.	1
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	1

Submit the complete quotation to the address indicated on Standard Form 1442.

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

Volume II:

Performance schedule and Business Management/Technical Proposal.

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

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

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and

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

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (FEB 1995)

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

(b) A site visit has been scheduled for **June 09, 2022, at 1030 hrs.**

(c) Participants will meet at U.S Consulate General, 50-Empress Road, Lahore.

Maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide with full name of participant(s) (as written on NIC), NIC number and particulars of vehicle to be used (make, model, color, and registration). Offerors interested in attending must e-mail at LahoreProcurementDL@state.gov on or before **12.00 hrs. June 07, 2022:**

Your quotation must be submitted in a sealed envelope marked "**Quotation Enclosed (19-PK50-22-Q-7004)**" to GSO Procurement, US Consulate General, 50-Empress Road, Lahore on or before **15.00 hrs on June 20, 2022.** No quotation will be accepted after this time. Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between PKR 7,000,000.00 and PKR 8,500,000.00

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

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

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

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

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

<http://www.statebuy.state.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

SECTION 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.
- all requirements as listed in statement of work.

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 to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations

issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax exempt);

Corporate Entity (tax exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

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

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

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

The offeror should be prepared to provide the following information:

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

L.3 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236118 for Construction Management, residential remodeling

(2) The small business size standard is \$28.5 million.

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

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

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual

representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(I) PARAGRAPH (D) APPLIES.

(II) PARAGRAPH (D) DOES NOT APPLY AND THE OFFEROR HAS COMPLETED THE INDIVIDUAL REPRESENTATIONS AND CERTIFICATIONS IN THE SOLICITATION.

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

(i) 52.203-2, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. THIS PROVISION APPLIES TO SOLICITATIONS WHEN A FIRM-FIXED-PRICE CONTRACT OR FIXED-PRICE CONTRACT WITH ECONOMIC PRICE ADJUSTMENT IS CONTEMPLATED, UNLESS—

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

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

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

(ii) 52.203-11, CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. THIS PROVISION APPLIES TO SOLICITATIONS EXPECTED TO EXCEED \$150,000.

(iii) 52.204-3, TAXPAYER IDENTIFICATION. THIS PROVISION APPLIES TO SOLICITATIONS THAT DO NOT INCLUDE THE CLAUSE AT 52.204-7, CENTRAL CONTRACTOR REGISTRATION.

(iv) 52.204-5, WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). THIS PROVISION APPLIES TO SOLICITATIONS THAT—

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION. THIS PROVISION APPLIES TO SOLICITATIONS USING FUNDS APPROPRIATED IN FISCAL YEARS 2008, 2009, 2010, OR 2012.

(vi) 52.209-5, CERTIFICATION REGARDING RESPONSIBILITY MATTERS. THIS PROVISION APPLIES TO SOLICITATIONS WHERE THE CONTRACT VALUE IS EXPECTED TO EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD.

(vii) 52.214-14, PLACE OF PERFORMANCE—SEALED BIDDING. THIS PROVISION APPLIES TO INVITATIONS FOR BIDS EXCEPT THOSE IN WHICH THE PLACE OF PERFORMANCE IS SPECIFIED BY THE GOVERNMENT.

(viii) 52.215-6, PLACE OF PERFORMANCE. THIS PROVISION APPLIES TO SOLICITATIONS UNLESS THE PLACE OF PERFORMANCE IS SPECIFIED BY THE GOVERNMENT.

(ix) 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (BASIC & ALTERNATE I). THIS PROVISION APPLIES TO SOLICITATIONS WHEN THE CONTRACT WILL BE PERFORMED IN THE UNITED STATES OR ITS OUTLYING AREAS.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, EQUAL LOW BIDS. THIS PROVISION APPLIES TO SOLICITATIONS WHEN CONTRACTING BY SEALED BIDDING AND THE CONTRACT WILL BE PERFORMED IN THE UNITED STATES OR ITS OUTLYING AREAS.

(xi) 52.222-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. THIS PROVISION APPLIES TO SOLICITATIONS THAT INCLUDE THE CLAUSE AT 52.222-26, EQUAL OPPORTUNITY.

(xii) 52.222-25, AFFIRMATIVE ACTION COMPLIANCE. THIS PROVISION APPLIES TO SOLICITATIONS, OTHER THAN THOSE FOR CONSTRUCTION, WHEN THE SOLICITATION INCLUDES THE CLAUSE AT 52.222-26, EQUAL OPPORTUNITY.

(xiii) 52.222-38, COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS. THIS PROVISION APPLIES TO SOLICITATIONS WHEN IT IS ANTICIPATED THE CONTRACT AWARD WILL EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD AND THE CONTRACT IS NOT FOR ACQUISITION OF COMMERCIAL ITEMS.

(xiv) 52.223-1, BIO BASED 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 BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS.

(xv) 52.223-4, RECOVERED MATERIAL CERTIFICATION. THIS PROVISION APPLIES TO SOLICITATIONS THAT ARE FOR, OR SPECIFY THE USE OF, EPA–DESIGNATED ITEMS.

(xvi) 52.225-2, BUY AMERICAN ACT CERTIFICATE. THIS PROVISION APPLIES TO SOLICITATIONS CONTAINING THE CLAUSE AT 52.225-1.

(xvii) 52.225-4, BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT CERTIFICATE. (BASIC, ALTERNATES I, II, AND III.) THIS PROVISION APPLIES TO SOLICITATIONS CONTAINING THE CLAUSE AT 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, TRADE AGREEMENTS CERTIFICATE. THIS PROVISION APPLIES TO SOLICITATIONS CONTAINING THE CLAUSE AT 52.225-5.

(xix) 52.225-20, PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION. THIS PROVISION APPLIES TO ALL SOLICITATIONS.

(xx) 52.225-25, PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—REPRESENTATION AND CERTIFICATION. THIS PROVISION APPLIES TO ALL SOLICITATIONS.

(xxi) 52.226-2, HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION. THIS PROVISION APPLIES TO—

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

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

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

[Contracting Officer check as appropriate.]

(I) 52.219-22, SMALL DISADVANTAGED BUSINESS STATUS.

(A) Basic.

(B) Alternate I.

(II) 52.222-18, CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS.

(III) 52.222-48, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION.

(IV) 52.222-52, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES–CERTIFICATION.

(V) 52.223-9, WITH ITS ALTERNATE I, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA–DESIGNATED PRODUCTS (ALTERNATE I ONLY).

(VI) 52.227-6, ROYALTY INFORMATION.

(A) Basic.

(B) Alternate I.

(VII) 52.227-15, REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE.

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

(End of provision)

L.4. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

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

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

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

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

- (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.

L.5 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

Telephone Number: _____

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

(a) Bidders/offerors shall indicate below whether any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

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

(b) The contracting officer has determined that for performance in the country of Pakistan –

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

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

L.7. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) Definitions. “Person”—

(1) Means—

(I) A NATURAL PERSON;

(II) A CORPORATION, BUSINESS ASSOCIATION, PARTNERSHIP, SOCIETY, TRUST, FINANCIAL INSTITUTION, INSURER, UNDERWRITER, GUARANTOR, AND ANY OTHER BUSINESS ORGANIZATION, ANY OTHER NONGOVERNMENTAL ENTITY, ORGANIZATION, OR GROUP, AND ANY GOVERNMENTAL ENTITY OPERATING AS A BUSINESS ENTERPRISE; AND

(III) ANY SUCCESSOR TO ANY ENTITY DESCRIBED IN PARAGRAPH (1)(II) OF THIS DEFINITION; AND

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

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(I) TO RESTRICT THE FREE FLOW OF UNBIASED INFORMATION IN IRAN, OR

(II) TO DISRUPT, MONITOR, OR OTHERWISE RESTRICT SPEECH OF THE PEOPLE OF IRAN; AND

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran, or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

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

(End of provision)