To: Prospective Quoters  

Subject: Request for Quotations Number 19GR1022Q0035

Enclosed is a Request for Quotations (RFQ) for the Wooden Floor replacement at a U.S. Government Owned Residence located in Athens. If you would like to submit a quotation, follow the instructions in Section J of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that follows this letter.

Your quotation must be submitted electronically by email with the subject line "Quotation 19GR1022Q0035 Enclosed" to Athensoffers@state.gov on or before 13:00 (Athens Time) on August 12, 2022. No quotation will be accepted after the cut-off date and time.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

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

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

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

The on-site construction completion time is twenty-one (21) calendar days on-site construction, after receiving the Notice to Proceed. In the event of an unauthorized or unexcused delay in completing the project, liquidated damages in the amount of €100.00 per calendar day will be assessed until substantial completion of the project is achieved.
The Contracting Officer reserves the right to reject any and all quotations and to waive any informality in quotations received. In addition, the Embassy reserves the right to establish a competitive range of one or more quoters and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

Please direct any questions regarding this solicitation in writing to Athprocurement@state.gov. Questions must be written in English, and may be sent by 13.00 hours local time, on August 8, 2022.

Sincerely,

Tailor S. Dortona
Contracting Officer

Enclosure as Stated.
REQUEST FOR QUOTATIONS

THIS RFQ [ ] IS [X] IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)

1. REQUEST NO. 19GR1022Q0035
2. DATE ISSUED 07/26/2022
3. REQUISITION/PURCHASE REQUEST NO. PR10883260
4. CERT. FOR NAT. DEF. UNDER RDSA REG. 2 AND/OR DMS REG. 1
5A. ISSUED BY U.S. Embassy Athens – GSO/Procurement
   91 Vas. Sofias Avenue
   101 60 ATHENS
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)
6. DELIVER BY (Date) September/October
7. DELIVERY FOB DESTINATION OTHER (See Schedule)

NAME Mr. George Dimitrokallis
TELEPHONE NUMBER 210-720-4753

8. TO:

9. DESTINATION
   a. NAME
   b. COMPANY
   c. STREET ADDRESS
   d. CITY
   e. STATE
   f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date)

   IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter

   August 12, 2022, at 13.00 hrs.

11. SCHEDULE (Include applicable Federal, State and local taxes)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
<td>(f)</td>
</tr>
<tr>
<td>Wooden Floor Replacement at a U.S. Government Owned Residence located in Athens, as per attached.</td>
<td>1</td>
<td>ALL</td>
<td>Euros</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   ORAL OR FACSIMILE QUOTATIONS WILL NOT BE ACCEPTED.

   12 DISCOUNT FOR PROMPT PAYMENT

   a. 10 CALENDAR DAYS %
   b. 20 CALENDAR DAYS %
   c. 30 CALENDAR DAYS %
   d. CALENDAR DAYS NUMBER %

   NOTE: Additional provisions and representations [X] are [ ] are not attached

   13 NAME AND ADDRESS OF QUOTER
   a. NAME OF QUOTER
   b. STREET ADDRESS
   c. COUNTY
   d. CITY

   14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION
   15 DATE OF QUOTATION
   16. SIGNER

   a. NAME (Type or print)
   b. TELEPHONE

   c. TITLE (Type or print)

   AREA CODE
   NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 18 (Rev. 6-95)
Prescribed by GSA-FAR (48 CFR)
TABLE OF CONTENTS

A. PRICE
B. SCOPE OF WORK
C. PACKAGING AND MARKING
D. INSPECTION AND ACCEPTANCE
E. DELIVERIES OR 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 OR QUOTERS

ATTACHMENTS:
Attachment 1: Performance and Guaranty Bond
Attachment 2: Payment Bond
Attachment 3: Breakdown of Price by Divisions of Specifications
Attachment 4: Statement of Work
Attachment 5: Wooden Floor Details
Attachment 6: Drawings – 1st Floor Plan
REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

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

<table>
<thead>
<tr>
<th>Total Price (including all labor, materials, overhead, profit and DBA Insurance)</th>
<th>EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Total</td>
<td>EUR</td>
</tr>
</tbody>
</table>

A.1 VALUE ADDED TAX. The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B. SCOPE OF WORK

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

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

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

[To be provided upon award.]

D. INSPECTION AND ACCEPTANCE

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

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

D.1 SUBSTANTIAL COMPLETION

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

(1) do not interfere with the intended occupancy or utilization of the work, and
(2) can be completed or corrected within the time period required for final completion.
(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

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

D.2 FINAL COMPLETION AND ACCEPTANCE

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

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

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

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

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

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

The Contractor shall be required to:

- commence work under this contract within five (5) calendar days after the date the Contractor receives the notice to proceed, prosecute the work diligently, and,
- complete the on-site construction ready for use not later than **twenty-one (21)** calendar days after receiving the notice to proceed.

*Project shall commence on/about September/October*

The time stated for completion shall include final cleanup of the premises.

52.211-12 **LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **100.00EUR** for each calendar day of delay until the work is completed or accepted.

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

**CONTRACTOR’S SUBMISSION OF CONSTRUCTION SCHEDULES**

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

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

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

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

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

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

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

NOTICE TO PROCEED

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

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

WORKING HOURS

All work shall be performed during 08:30-16:00 hours, Mondays through Fridays. Other hours, if requested by the Contractor, may be approved by the Contracting Officer’s Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

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

F. ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is: [To be inserted after award].
Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

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

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

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

The electronic invoicing is the preferred means of submitting invoices. The contractor is encouraged to create and submit electronic invoices for this contract, in lieu of paper copies, to ATHFMCVOUCHER@state.gov. Electronic invoices shall be submitted to the designated billing office specified below.

Designated Billing Office. The designated billing office address is as follows:

Attention: Financial Management Office
U.S. Embassy Athens
Contract number 19GR1022P- (to be provided upon award)
91, Vas. Sofias Avenue,
10160 Athens
The FMO will log in receipt of the invoice and forward to the COR for approval

Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 calendar days after receipt of the proper statement. Payments may be made directly to any bank account established by the Contractor to receive payments. If there is a wire fee for the wire transfer, this fee is the responsibility of the beneficiary. Inquiries pertaining to payment will only be addressed to telephone number is 210-720-4774.

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.
G. SPECIAL REQUIREMENTS

G.1.0 Performance/Payment Protection - The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security approved by the Government. The required performance and payment securities shall remain in effect in the full amount required until the final acceptance of the project by the Government, at which time the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance 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. The requirement for payment security terminates at final acceptance.

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

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

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

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

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

<table>
<thead>
<tr>
<th>BODILY INJURY AND PROPERTY DAMAGE, ON OR OFF THE SITE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
</tr>
<tr>
<td>Cumulative</td>
</tr>
</tbody>
</table>

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

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

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

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

G.3.0 DOCUMENT DESCRIPTIONS

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

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

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

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

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

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

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

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

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

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

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

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

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

*(Individual application forms provided by the Security Office of the Embassy)*

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

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

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.
G.7.0 SPECIAL WARRANTIES

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

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

G.8.0 EQUITABLE ADJUSTMENTS

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

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

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

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

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

H. CLAUSES

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

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

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):
<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS (NOV 2013)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
</tr>
<tr>
<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)</td>
</tr>
<tr>
<td>52.204-19</td>
<td>INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)</td>
</tr>
<tr>
<td>52.204-25</td>
<td>PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)</td>
</tr>
<tr>
<td>52.209-9</td>
<td>UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)</td>
</tr>
<tr>
<td>52.213-4</td>
<td>TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2019)</td>
</tr>
<tr>
<td>52.216-7</td>
<td>ALLOWABLE COST AND PAYMENT (JUN 2013)</td>
</tr>
<tr>
<td>52.222-19</td>
<td>CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)</td>
</tr>
<tr>
<td>52.222-50</td>
<td>COMBATING TRAFFICKING IN PERSONS (FEB 2009)</td>
</tr>
<tr>
<td>52.223-18</td>
<td>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)</td>
</tr>
<tr>
<td>52.225-13</td>
<td>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)</td>
</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)</td>
</tr>
<tr>
<td>52.225-19</td>
<td>CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAR 2008)</td>
</tr>
<tr>
<td>52.228-4</td>
<td>WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)</td>
</tr>
<tr>
<td>52.228-5</td>
<td>INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</td>
</tr>
<tr>
<td>52.228-11</td>
<td>PLEDGES OF ASSETS (JAN 2012)</td>
</tr>
<tr>
<td>52.228-13</td>
<td>ALTERNATIVE PAYMENT PROTECTION (JULY 2000)</td>
</tr>
<tr>
<td>52.228-14</td>
<td>IRREVOCABLE LETTER OF CREDIT (NOV 2014)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)</td>
</tr>
<tr>
<td>52.229-7</td>
<td>TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)</td>
</tr>
<tr>
<td>52.232-5</td>
<td>PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)</td>
</tr>
<tr>
<td>52.232-8</td>
<td>DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)</td>
</tr>
<tr>
<td>52.232-11</td>
<td>EXTRAS (APR 1984)</td>
</tr>
<tr>
<td>52.232-18</td>
<td>AVAILABILITY OF FUNDS (APR 1984)</td>
</tr>
<tr>
<td>52.232-22</td>
<td>LIMITATION OF FUNDS (APR 1984)</td>
</tr>
<tr>
<td>52.232-25</td>
<td>PROMPT PAYMENT (JULY 2013)</td>
</tr>
<tr>
<td>52.232-27</td>
<td>PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)</td>
</tr>
<tr>
<td>52.232-33</td>
<td>PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
</tbody>
</table>
The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

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

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

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

(End of clause)

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

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

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

(1) Scaffolding;
(2) Work at heights above 1.8 meters;
(3) Trenching or other excavation greater than one (1) meter in depth;
(4) Earth-moving equipment and other large vehicles;
(5) Cranes and rigging;
(6) Welding or cutting and other hot work;
(7) Partial or total demolition of a structure;
(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

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

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

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

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

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

1. The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.
2. The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.
3. The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73  **AUTHORIZATION AND PERFORMANCE (AUG 1999)**

(a) The Contractor warrants the following:

1. That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
2. That it has obtained all necessary licenses and permits required to perform this contract; and,
3. That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

(End of clause)

652.243-70  **NOTICES (AUG 1999)**

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

(End of clause)
I. LIST OF ATTACHMENTS

<table>
<thead>
<tr>
<th>ATTACHMENT NUMBER</th>
<th>DESCRIPTION OF ATTACHMENT</th>
<th>NUMBER OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 1</td>
<td>Performance and Guaranty Bond</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 2</td>
<td>Payment Bond</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 3</td>
<td>Breakdown of Price by Divisions of Specifications</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>Statement of Work</td>
<td>4</td>
</tr>
<tr>
<td>Attachment 5</td>
<td>Wooden Floor Details</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 6</td>
<td>Drawings – 1st Floor Plan</td>
<td>1</td>
</tr>
</tbody>
</table>
ATTACHMENT 1

PERFORMANCE AND GUARANTY BOND

(To be attached upon award)
ATTACHMENT 2

PAYMENT BOND

(To be attached upon award)
ATTACHMENT 3

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

PROJECT:  **Wooden Floor replacement at a U.S. Government Owned Residence**

<table>
<thead>
<tr>
<th>(1) DIVISION/DESCRIPTION</th>
<th>(2) LABOR</th>
<th>(3) MATERIALS</th>
<th>(4) OVERHEAD</th>
<th>(5) PROFIT</th>
<th>(6) TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Requirements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Mobilization</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Removals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Sleepers installation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Plywood installation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Planks Installation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Sanding and Varnishing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Demobilization</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Cleaning</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL: EURO**

Allowance Items:

**PROPOSAL PRICE TOTAL:**

Alternates (list separately do not total)

**Offeror:**
1.0 BACKGROUND AND PURPOSE

1.1 The U.S. Embassy in Athens, Greece has a requirement to replace all wooden floors of the residence at KNOX Residence.

1.2 The wooden floor is approximately 95 square meters [1022 square feet] in area and consists of nailed wooden floor supported on wood planks and plywood.

1.3 The KNOX Residence was constructed in 1948 and the most recent major renovation was in 2005. It is a split-level residence, with one level 1 m below ground surface and two floors above and is situated on a 1740 square meters (0.43 acre) lot.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide personnel, material, equipment, and supervision to complete the technical requirements in this Statement of Work. The Contractor shall be responsible for hiring labor, equipment vendors and materials, and shall follow security and safety directives as explained by the Embassy. Total Period of Performance to Completion is 21 calendar days on-site construction.

2.2 The Contractor shall be responsible to issue any required permits from the Municipality of Psychico or the city planning offices in order to perform this work.

2.3 The Contractor shall not be admitted to areas of the property outside the areas designated for the
project except with permission by the Embassy. The Contractor shall address the impact of the consequent disruption caused by the proposed work.

3.0 SCOPE OF WORK

3.1 The Contractor shall be required to prepare reports, bill of materials, quality control schedules, material product data, shop drawings, and construction costs. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a complete floor replacement project.

3.2 Logistics:
   1. All materials shall be delivered and stored under cover of weather.
   2. Debris removal from inside the residence shall be daily.
   3. Electrical source available.
   5. Contractor shall provide adequate bins to remove old floor and sleepers.
   6. Provide temporary protection at other components such as doors, cabinets etc.
   7. Labor background checks require a minimum of 28 days for clearance by the Embassy

3.3 Removals:
   1. All cabinets that are placed on the old floor need to be carefully removed and reinstalled after the floor has been replaced.
   2. All doors shall be removed for a later installation of new doors.
   3. Prior to all removal, all remaining cabinets must be adequately protected.
   4. Concrete slab shall be cleaned of all debris.

3.4 Parquet Floor Nailing:
   1. Install and properly level spruce sleepers at minimum height of 35mm.
   2. Distance between spruce sleepers should not exceed 40cm.
   3. Install 30mm rock wool between spruce sleepers.
   4. Nail 18mm cm plywood on spruce sleepers.
   5. Allow 6mm boarder from the wall that will be later covered by wooden skirting board.
   6. Position wood planks vertically to the spruce sleepers and start nailing from a corner. Use 22mm tongue and groove planking.
   7. Beads of glue must be applied to the back of the boards with a caulking gun. The installer will determine what type of use, and how it will be applied either in a zig zag or rail road ties.
   8. Nail every joining point with appropriate blind flooring staples.
   9. Finally, when you have finished nailing the floor, place the wooden skirting boards all around the wall.
   10. Ensure efficient ventilation of the floor through the use of ventilation shafts (metal grids on the skirting boards.).

3.5 Parquet Floor Gluing:
   1. Position wood planks at the same direction as the nailed planks. Use 22mm tongue and groove planking or if necessary, due to height restrictions, thinner planks after being approved by the COR.
   2. Apply full spread glue appropriate for the type of wood and subfloor.

3.6 Parquet Floor and Stair Varnishing:
   1. The COR will approve the lacquers to use to varnish the floor. The quality of the surface is crucial since the first element to wear from use is the lacquer film.
   2. The COR will choose between polyurethane and water lacquers (environment friendly) and surfaces shall be satin luster.
3. Before applying the lacquer you must first smooth the floor and staircase.
4. This smoothing process is performed with special floor sanding machines that consecutively apply, usually three, different types of sandpaper (No 36 rough, No 60 medium, No 120 or 150 fine). After sanding, follow leveling, application of first coating and varnishing of the floor and existing staircase.
5. Use color for varnishing the staircase to match IROCO floor.
6. Ask for and carefully follow the instructions offered by the manufacturers of primer products and lacquers to ensure proper use and application of these materials.

3.7 Tongue And Groove Planking:
1. IROKO EXTRA wood 22mm thick by 12cm wide at various lengths tongue and groove planking.

3.7 Cleaning:
1. Contractor shall clean all surfaces prior to varnishing.
2. Contractor shall ensure that no varnishing spills have occurred.

4.0 CONTRACT ADMINISTRATION

4.1 U.S. Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

4.2 Neither the Embassy’s nor OBO’s review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

4.3 FAC has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. FAC may perform quality assurance inspections [QAI] and to confirm the work is being performed according to the Statement of Work.

5.0 RESPONSIBILITY OF THE CONTRACTOR

5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

5.2 The Contractor shall identify a Project Manager who shall be responsible for the overall management of this Contract. The Project Manager will be approved by the Embassy.

5.3 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.

5.4 Contractor's Five Year Workmanship Warranty: Furnish a written warranty agreeing to repair/replace defective installation and workmanship labor causing leakage of water, deterioration of materials, and other failures of the installed system, sealants, painting, coatings, and related work on this project, to perform as required within the warranty period.
6.0 CONSTRUCTION REQUIREMENTS

6.1 The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the floor replacement project. All workmanship shall be of good quality and performed in a skillful manner as determined by FAC.

6.2 The Contractor will be permitted to use the area within the compound for operation of his construction equipment and temporary facilities. The Contractor is responsible for obtaining any additional off compound storage areas required.

6.3 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power. All temporary connections to local water and power shall be coordinated with the COR. Cost of utilities will be paid by the Embassy.

8.0 DELIVERABLE SCHEDULE

8.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance of the floor replacement project including final cleanup of the premises within the contract period specified.

8.2 Milestones:
Award of Contract
Pre-construction Submittals (Product data)        Within 7 days after award
FAC Review of Submittals                        5 days
Labor Clearances                                28 days
Wooden Floor replacement Period of Performance   21 days
**Total Period of Performance to Completion**   **49 days from contract awarding**

8.3 Project Completion: Furnish surplus floor materials, one copy of maintenance and operating information, and catalog cuts of all items installed.

9.0 SECURITY

9.1 This is a non-classified project. The work to be performed under this contract requires that the Contractor submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.
ATTACHMENT 5

WOODEN FLOOR DETAILS

Nailed and glued
J. QUOTATION INFORMATION

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

A. QUALIFICATIONS OF OFFERORS

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

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

B. SUBMISSION OF QUOTATIONS

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

<table>
<thead>
<tr>
<th>VOLUME</th>
<th>TITLE</th>
<th>NUMBER OF COPIES*</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Standard Form 18 including a completed Attachment 4, &quot;BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS&quot;</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>Performance schedule in the form of a &quot;bar chart&quot; and Business Management/Technical Proposal</td>
<td>1</td>
</tr>
</tbody>
</table>

Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below:
The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.


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

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

Proposed Work Information - Provide the following:

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

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

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

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

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

(b) A site visit has been scheduled for August 4, 2022, at 10.00 hours.

(c) Participants will meet at the entrance of the residence in P. Psychiko. (Address to be provided).

(d) The Government will allow access to two (2) individuals to represent each company at the site visit.

(e) Offerors should send an email to AthProcurement@state.gov to make appropriate arrangements no later than 13.00 hours on August 3, 2022.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be less than $25,000.00 (or equivalent in local currency).
E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR 15.208.

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

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

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

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

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

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

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

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Greece then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

Quality of services provided under the contract;
Compliance with contract terms and conditions;
Effectiveness of management;
Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror’s capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror’s work experience. The Government may also use this data to evaluate the credibility of the offeror’s proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

4. The offeror’s strategic plan for Rain gutter replacement services to include but not limited to:
   (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
   (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
   (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
   (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)
(a) Definitions.
"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

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

(d) Taxpayer Identification Number (TIN)

TIN:
TIN has been applied for
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
Offeror is an agency or instrumentality of a foreign government
Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization
Sole Proprietorship
Partnership
Corporate Entity (not tax exempt)
Corporate Entity (tax exempt)
Government entity (Federal, State or local)
Foreign Government
International organization per 26 CFR 1.6049-4
Other:

(f) Common Parent
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
Name and TIN of common parent
Name
TIN

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)
(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541310 and 541330.
(2) The small business size standard is $7.5 million dollars (541310) and 541330 ($15 million dollars).
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies. (2) If the provision at 52.204-7, System for Award Management,
is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.
(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation. (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000. (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations. (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas. (vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations. (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold. (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations. (x) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government. (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government. (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned. (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas. (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity. (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity. (xvi) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items. (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items. (xix) 52.223-22, Public Disclosure of Greenhouse
Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7. (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1. (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.
(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies. (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5. (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations. (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations. (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.] __ (i) 52.204-17, Ownership or Control of Offeror. ___ (ii) 52.204-20, Predecessor of Offeror. ___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products. ___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification. ___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification. ___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only). ___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.
___ (B) Alternate I. ___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

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

(End of provision)
L.3 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of
this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for
contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic
corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with
the procedures at 9.108-4.
(c) Representation. The Offeror represents that.
(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

L.4. AUTHORIZED CONTRACT ADMINISTRATOR
If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the
offeror's representative for Contract Administration, which includes all matters pertaining to payments.
Name: _________________________________________________
Address: _________________________________________________
_________________________________________________
Telephone Number: ________________________________________

L.5. 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services
or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has
represented that it “does not provide covered telecommunications equipment or
services as a part of its offered products or services to the Government in the performance of any contract,
subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered
Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at
52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete
the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use
covered telecommunications equipment or services, or any equipment, system, or service that uses
covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or
in paragraph (v)(2)(ii) of the provision at 52.212–3.
(a) Definitions. As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology,
interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have
the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain
Telecommunications and Video Surveillance Services or Equipment.
(b) Prohibition.
(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019
(Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring
or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service
that uses covered telecommunications equipment or services as a substantial or essential component of
any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
(i)Prohibit the head of an executive agency from procuring with an entity to provide a
service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection
arrangements; or
(ii)Cover telecommunications equipment that cannot route or redirect user data traffic

33
or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

L.6. 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)
(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.
(c) Representations. (1) The Offeror represents that if [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.