STATEMENT OF WORK – SECURITY UPGRADES FOR RESIDENCE S-268

1. PRICES AND PERIOD OF PERFORMANCE

The contractor shall perform security upgrades for the U.S. Consulate General Guayaquil in a residence located in Laguna Club - Manzana 13, Solar 18, Villa 2. The price listed below shall include the design, procurement, and installation of grills for all accessible windows and openings, exterior door reinforcements with grills and metal gates, safe haven door, emergency exit gates in sleeping bedrooms and approved locks for the exterior door’s reinforcements. The price of the offer shall include transport of the material to the site, patching, painting, and cleaning works.

The Government will pay the Contractor the fixed price for standard services that have been satisfactorily performed.

The performance period of this contract is from the start date in the Notice to Proceed and continuing within 15 working days. The initial period of performance includes any transition period authorized under the contract.

1.1 VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. The amount of VAT to be charged is 12%. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. Full VAT amount is charged on all aspects of the contract.

1.2 BASE PERIOD

(a.) Standard Services. The firm fixed price for the period of the contract. The items listed below include the prices of design, procurement, and installation.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Location</th>
<th>Type of Work</th>
<th>Width x Height Approx. (meters)</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Main entrance door’s sidelight glasses (3)</td>
<td>Front Façade – First Floor</td>
<td>Fixed grills</td>
<td>1.22 x 0.11</td>
<td>Each</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Sidelight above main entrance door’s frame</td>
<td>Front Façade – First Floor</td>
<td>Fixed grills</td>
<td>1.80 x 0.35</td>
<td>Each</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Window – Right side</td>
<td>Front Façade – First Floor</td>
<td>Fixed grills</td>
<td>1.99 x 2.09</td>
<td>Each</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Large window – Right side (goes across the roof)</td>
<td>Front Façade – First Floor</td>
<td>Fixed grills</td>
<td>1.10 x 3.70 1.30 x 4.70</td>
<td>Each</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Window – Left side</td>
<td>Front Façade – First Floor</td>
<td>Fixed grills</td>
<td>4.94 x 3.24</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Large sliding glass door in living room</td>
<td>Living room – First Floor</td>
<td>Exterior grills and metal gate with lock</td>
<td>3.70 x 2.70</td>
<td>Each</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Sliding glass door</td>
<td>Next to living room’s sliding glass door, behind stairs – First Floor</td>
<td>Exterior grills and metal gate with lock</td>
<td>1.10 x 2.45</td>
<td>Each</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Description</td>
<td>Location</td>
<td>Dimensions</td>
<td>Quantity</td>
<td>Notes</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Sliding glass door – Master bedroom</td>
<td>Master bedroom – Left side – First Floor</td>
<td>Exterior reinforcement gate with lock</td>
<td>2.00 x 2.70</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Aluminum/glass door with upper sidelight – Master bedroom</td>
<td>Master bedroom - Left side – Next to Jacuzzi – First Floor</td>
<td>Grills and metal gate with locks (2)</td>
<td>1.10 x 2.50</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Small window in master bedroom’s bathroom</td>
<td>Master bedroom’s bathroom – First Floor – Left side</td>
<td>Fixed Grills</td>
<td>1.20 x 0.51</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Two sidelights in master bedroom’s bathroom</td>
<td>Master bedroom’s bathroom (Roof) – First Floor – Left side</td>
<td>Fixed Grill</td>
<td>1.50 x 1.10</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Window in master bedroom’s bathroom</td>
<td>Master bedroom’s bathroom – First Floor – Left side</td>
<td>Fixed Grills</td>
<td>1.00 x 1.80</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Sliding glass door in bedroom #1</td>
<td>Left side alley – First Floor</td>
<td>Exterior grills and metal gate with lock</td>
<td>1.90 x 3.00</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Two sidelights in bedroom’s #1 walk in closet</td>
<td>Walk in closet in bathroom of bedroom #1 (Roof) – First Floor</td>
<td>Fixed Grills</td>
<td>1.50 x 1.10</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Two sidelights in bedroom’s #1 bathroom</td>
<td>Bedroom’s #1 bathroom (Roof) – First Floor – Left side</td>
<td>Fixed Grills</td>
<td>1.00 x 1.00</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Window in bedroom #1 in front of garage</td>
<td>Bedroom #1 – Left alley – First Floor</td>
<td>Fixed grills with emergency exit gate</td>
<td>1.50 x 1.50</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Window in 2nd living room – Upper level</td>
<td>Back façade – upper level</td>
<td>Fixed grills</td>
<td>3.70 x 2.80</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Window in 2nd living room – Lower level</td>
<td>Back façade – lower level</td>
<td>Fixed grills with metal mesh</td>
<td>3.70 x 2.60</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Aluminum/glass door with upper sidelight – in front of garage</td>
<td>Back façade – First Floor</td>
<td>Exterior grills and metal gate with lock</td>
<td>1.30 x 2.90</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Window in Kitchen</td>
<td>Back façade – First Floor</td>
<td>Fixed grills</td>
<td>3.20 x 2.60</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Window in maid’s bathroom</td>
<td>Back façade – Back façade - First Floor</td>
<td>Fixed grills</td>
<td>1.00 x 1.00</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Window in maid’s room</td>
<td>Right side alley – Maid’s room – First floor</td>
<td>Fixed grill with emergency exit gate</td>
<td>1.20 x 1.20</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Aluminum/glass laundry door - Right alley</td>
<td>Right Alley Laundry access door – First Floor</td>
<td>Exterior grills and metal gate with lock</td>
<td>1.10 x 2.50</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Window in laundry room</td>
<td>Right Alley – Laundry Room - First Floor</td>
<td>Fixed grills</td>
<td>0.90 x 1.20</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Safe haven door and grills</td>
<td>Beginning of the hallway at the entrance of the two bedrooms on the first floor</td>
<td>Grills and metal gate with lock</td>
<td>1.10 x 2.80</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Bedroom’s #2 door</td>
<td>Bedroom #2 – Second Floor</td>
<td>Door’s replacement</td>
<td>0.80 x 2.60</td>
<td>Each 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2. **SCOPE OF WORK**

- Each contractor must confirm the exact measurements for each item.
- Grills: Distance between bars should not be more than 4 inches (10 centimeters). Grills must be made of solid square or round metal bars with a minimum diameter of 3/8 inches (8 millimeters).
- Grills and gates: Design must be approved prior installation. Grills cannot be climbable. Where this situation exists, the designer may be required to compensate for this vulnerability by reducing the space of the vertical bars, recessing the grills in the window opening or installing the grills inside the window.
- Grill frames must be anchored using 3/8 inches x 3-1/2 inches (10 x 90 mm) (minimum) drop-in expansion anchors, 9 inches (230 mm) (maximum) for concrete, 3/8 inches. - 16NC x 1-inch socket head cap screws at 9 inches. (230 mm) for steel and 3/8 inches. x 6 inches. (10 x 150 mm) (minimum) Hilti C-20 or equivalent at 18 inches (460 mm) for masonry. Anchor/bolt heads should be welded to the frame to prevent removal.
- Material for the grills must be corrosion resistant. The grills must be painted with a rust-inhibitive primer to prevent corrosion, and then apply the paint. Paint must be Sherwin – Williams brand, enamel, color black (Sherwin William’s color codes acceptable: 6258, 6990, 6991).
- Hinges and pins must not be exposed, or they must be spot welded to prevent removal.
- The metal gates of the exterior doors and sliding glass doors reinforcements must have installed a thumb turn deadbolt lock (TTDB) – Yale V197 Jimmy-Proof, Kwikset #980 or similar that is key operated in the outside and thumb-turn mechanism in the inside. The locks must be approved by the RSO office and must be metal built with a metal sheet protection to prevent manipulation from the outside. Gates must have a door viewer that allows residents to view outside without opening the door. The operation of these gates should not obstruct the opening/closing of the sliding glass doors or windows. The lock should provide an easy mechanism to operate in case of an emergency event. In addition, a handle must be installed on each gate, next to the lock in the inside and outside.
• For the grills requested in item #4 consider install a part of the grill in the interior to allow the window can be opened at its full range.
• For the grills requested in item #12 and #24 consider install it in the interior, to allow the window can be opened at its full range.
• A safe haven must be installed at the entrance hallway of the two bedrooms on the first floor. The safe haven structure contains a grill reinforcement and a substantial door (solid wooden, hollow steel door, hollow interior with sheet metal facing doors, etc.). The grills of the safe haven must cover all accessible spaces. A viewer is required for this door. In addition, the safe haven door requires a TTDB lock (Yale V197 Jimmy-Proof, Kwikset #980 or similar). The lock must be protected with a metal sheet around the grill to prevent manipulation from the outside. This door must open outward.
• Emergency exit gates requested in item #16, #22 and #27, the mechanism to operate these emergency gates must not require the use of a key, tool or special knowledge so in case of an emergency event it can be easily released. The release mechanism must be located at least 40 inches (1 meter) from the edge of the grilled window. An example of this emergency gates mechanism can be provided by the RSO/RSC office.
• For the gate requested in item #9 consider installing in the interior. This gate must have a sliding lock (Sargent & Greenleaf SM181 or similar) at the top of this gate in addition to the TTDB to prevent a kid can open it easily and fall in the jacuzzi.
• For the grills requested in item #18, a metal mesh must be installed to prevent external manipulation of the gate’s lock requested in item #19.
• For item #26. The replacement of the current door must be by a new door with substantial nature (solid wooden, hollow steel door, hollow interior with sheet metal facing doors, etc.) must be securely attached to equally substantial doorframes. The hinges of the door must be securely fastened into the masonry, and not just to the door frame. The hinges must be reinforced, covered, and installed from the inside. This door must have a deadbolt-single cylinder lock (Yale V197 Jimmy-Proof, Kwikset #980 or similar with thumb-turn mechanism), easy to operate in case of an emergency. A viewer must be installed on this door.
3. **DELIVERY SCHEDULE**

3.1 **PERFORMANCE.** The chosen contractor will transport all materials and personnel on his own; this means, the contractor will transport the materials, hardware and personnel to the residence located at Laguna Club - Manzana 13, Solar 18, Villa 2, Guayaquil. Available times for work performance should be coordinated with the Consulate for entry permission.

The Contractor will also be responsible of any impairment of premises resulting of this job, and restoration of the damages will be expected to occur within the 15 working days of the period given to complete the job.

Performance Schedule Project must be finished and completed within fifteen days (15) working days after the Notice to proceed is given.

Once the job is finished, contractor will inform the U.S. Consulate representative to inspect and approve the work performed.

3.2 **DELIVERABLES.** The Contractor shall delivery the following items under this contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Delivery Date</th>
<th>Deliver to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote with specifications</td>
<td>1</td>
<td>After on-site inspection</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>Design</td>
<td>1</td>
<td>After on-site inspection</td>
<td>COR</td>
</tr>
<tr>
<td>List of Personnel with ID#</td>
<td>1</td>
<td>Up to 1 day after job is awarded</td>
<td>COR</td>
</tr>
<tr>
<td>Construction Schedule</td>
<td>1</td>
<td>Up to 1 day after job is awarded</td>
<td>COR</td>
</tr>
<tr>
<td>Payment Request/Invoice</td>
<td>1</td>
<td>After completion of project</td>
<td>COR</td>
</tr>
</tbody>
</table>

4. **GOVERNMENT ACCEPTANCE AND QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)**

The Consulate requires at least 12 months warranty after date of installation.

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>PWS Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services. Performs all construction and installation services set forth in the performance work statement (PWS).</td>
<td>1 thru 4</td>
<td>All required services are performed and no more than one (1) customer complaint is received.</td>
</tr>
</tbody>
</table>
4.1 **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

4.2 **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint and/or no more than one (1) unsatisfactory rating. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

4.3 **PROCEDURES.**

(a) Quality control. The contractor must demonstrate technical experience in the construction trade. The contractor must perform work in accordance with the specifications as itemized in section 2 of this SOW.

(b) Contractor Furnished Item. The contractor shall provide all equipment, materials, tools, personnel and supervision as needed to perform the work and meet the technical requirements in this SOW.

(c) Inspection and Acceptance. Upon completion of the work, the COR shall inspect all the fixed grills, exterior reinforcements, safe haven door, emergency exit gates, and locks to insure that work was completed in a manner satisfactory to the American Consulate General. Any deficiencies in material and workmanship shall be corrected by the contractor at no additional cost to the US Government. If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.

Contractor must deliver all grills and installation devices. Grills and exterior reinforcements must comply with all the specifications. Locks must meet specifications and must be easy to handle.

5. **SAFETY – ACCIDENT PREVENTION**

5.1 **GENERAL.** The Contractor shall provide and maintain work environments and procedures that will:

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

(b) Avoid interruptions and delays in project completion dates; and

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

For these purposes, the Contractor shall:

(a) Provide appropriate safety procedures.

(b) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

(c) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.

5.2 **RECORDS.** The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:

(a) death,

(b) traumatic injury,

(c) occupational disease, or

(d) damage to or theft or loss of property, materials, supplies, or equipment.
The Contractor shall report this data as directed by the Contracting Officer.

5.3 **SUBCONTRACTS.** The Contractor shall be responsible for its subcontractors’ compliance with this clause.

5.4 **WRITTEN PROGRAM.** Before starting the work, the Contractor shall:

(a) Submit a written proposal for implementing this clause; and
(b) Meet with the Contracting Officer to discuss and develop a mutual understanding of the overall safety program.

5.5 **THE CONTRACTING OFFICER** shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. The Contractor shall immediately take corrective action after receiving the notice. 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 for any suspension of work issued under this clause.

6. **CONSTRUCTION PERSONNEL**

6.1 **REMOVAL OF PERSONNEL.** The Contractor shall:

(a) Maintain discipline at the site and at all times.
(b) Take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
(c) Take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require in writing that the Contractor remove from the work any employee that the Contracting Officer determines:

(a) incompetent,
(b) careless,
(c) insubordinate or
(d) otherwise, objectionable, or
(e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government’s interests.

6.2 **CONSTRUCTION PERSONNEL SECURITY.** After award of the contract, the Contractor has one (1) calendar days to submit to the Contracting Officer a list of workers assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks may take up to 5 days to perform. For each individual the list shall include:

(a) Full Name
(b) Place and Date of Birth
(c) Current Address
(d) Identification number

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application.
7. MATERIAls AND EQUIPMENT

7.1 GENERAL. The Contractor shall provide all necessary managerial, administrative and direct labor personnel. In addition, the contractor must be responsible for all necessary transportation, equipment, tools, PPE Personal Protective Equipment for his staff, supplies and materials required to perform the installation of the grills in the residence. No materials will be supplied or furnished by the Consulate. The measurements for the grills and exterior reinforcements provided in this Statement of Work are approximates. The chosen contractor must ensure that the exact measurements are considered for the production of the grills.

7.2 SELECTION AND APPROVAL OF MATERIALS.

(a) Standard of quality. All materials must be new and grills must be resistant for exterior use. All workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products as materials or equipment to be incorporated into the work or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

(i) the names of the manufacturer;
(ii) model number;
(iii) source of procurement of each such product, material, or equipment; and
(iv) other pertinent information concerning the: nature, appearance, dimensions, performance, capacity, and rating, unless otherwise required by the Contracting Officer.

(c) The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register three (3) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

7.3 MATERIAL HANDLING AND CUSTODY. The Contractor shall be responsible for the custody of all the materials incorporated into the project. The Contractor shall install all such items to the site as soon as practicable. The grills should be built and paint in the contractor’s workshop and not in the site of installation. No material, equipment or tools are allowed to store in the property unless prior approval of the Consulate. The contractor should keep the site clean and neat every time work is performed.

7.4 UTILITIES. The Government cannot assure that utilities will be available at the property. The contractor should have its own electric generator, equipment, and material to perform the work.

8. INVOICES AND PAYMENT: Invoice shall be submitted to GuayaquilFacturas@state.gov in PDF format.
THE INVOICING INFORMATION IS THE FOLLOWING:

Embajada Americana
RUC # 1791845986001
[please insert final purchase order/contract number]
Calle Santa Ana y Av. José Rodríguez Bonín
Sector San Eduardo
Teléfono: 371-7000
Guayaquil, Ecuador

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e). The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

9. CONTRACTING OFFICER REPRESENTATIVE (COR) - 652.242-70 (AUG 1999)

(a) 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.

10. FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

This contract will be awarded after competition between interested vendors, and the lowest priced, technically acceptable offer will be selected.

Quote should include past performance references with names, phones of contracting person, pictures of installed work or any other information that could demonstrate quality of the services requested.

The chosen vendor, once given notice to proceed, will need to complete the entire SOW within fifteen (15) working days. If the work is not completed during this period according to the Consulate’s requirements, US Consulate may apply clauses stated in 52.212-4 –Contract Terms and Conditions – Commercial Items (Feb 2012), terminate the contract or apply a discount in the price of the work performed.

11. SITE VISIT AND QUOTATION SUBMITTAL

-Site Visit: A site visit will be held on 03/03/2021 at 10H00 at Laguna Club - Manzana 13, Solar 18, Villa 2 in Guayaquil, Ecuador. Prospective offerors/quoters should contact Jorge Armijos by e-mail at ArmijosJF@state.gov to register for the site visit until 03/01/2021.

-Quotation Submittal: We should receive two separate digital documents by email. The first document must be the quotation/monetary proposal only, and everything related to the cost of the project. The second document should be the rest of the proposal; technical information, timelines, measurements,
procedures, materials, etc. These documents must be submitted no later than 03/09/2021 at 16H00 to
GuayaquilContracting@state.gov

Quotes sent after the specifies date and time, will not be considered.