

|  |                                      |   |                             |              |
|--|--------------------------------------|---|-----------------------------|--------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br>(Construction, Alteration, or Repair) | 1. SOLICITATION NO.<br>SCO20015R0005 | 2. TYPE OF SOLICITATION<br>_ SEALED BID (IFB)<br>x NEGOTIATED (RFP) | 3. DATE ISSUED<br>8/13/2015 | Page 1 of 83 |
|  |                                      |   |                             |              |

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

|   |  |   |
|---|--|---|
| 4. CONTRACT NO.   | 5. REQUISITION/PURCHASE REQUEST NO.<br>PR4517913 | 6. PROJECT NO.  |
| 7. ISSUED BY<br>AMERICAN EMBASSY BOGOTA<br>CARRERA 45 NO. 24B-27, ATTN: GSO<br>BOGOTA<br>COLOMBIA | CODE<br>CO200                                    | 8. ADDRESS OFFER TO<br>AMERICAN EMBASSY BOGOTA<br>CARRERA 45 NO. 24B-27, ATTN: GSO/SECCION DE COMPRAS<br>BOGOTA<br>COLOMBIA |
| 9. FOR INFORMATION CALL: →  | A. NAME<br>James M. Fairman – Edwin Agudelo      | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)<br>571-275-4206 / 571-275-2479                                      |

**SOLICITATION**

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

**10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS**

(Title, identifying no., date): Fountain and water ponds repair.

- A. SF-1442
- B. SUPPLIES OR SERVICES AND PRICES/COSTS
- C. DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK
- D. PACKAGING AND MARKING
- E. INSPECTION AND ACCEPTANCE
- F. DELIVERIES OR PERFORMANCE
- G. CONTRACT ADMINISTRATION DATA
- H. SPECIAL CONTRACT REQUIREMENTS
- I. CONTRACT CLAUSES
- J. LIST OF ATTACHMENTS
- K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS
- L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS
- M. EVALUATION FACTORS FOR AWARD

**Attachments**

- Attachment #1-breakdown of proposal price by divisions of specifications
- Attachment #2-statement of work
- Attachment #3-drawings
- Attachment #4-materials and equipment-(in Spanish) for CLIN 4.3
- Attachment #5-safety requirements for contractors

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving  
\_ award, x notice to proceed. This performance period is x mandatory, \_ negotiable. (See .)

|  |                          |
|--|--------------------------|
| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br>(If "YES," indicate within how many calendar days after award in Item 12B.)<br>x YES      _ NO | 12B. CALENDAR DAYS<br>10 |
|--|--------------------------|

**13. ADDITIONAL SOLICITATION REQUIREMENTS:**

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by (hour) local time 9/11/2015 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee \_ is, x is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

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

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

AMOUNTS →

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

|               |  |  |  |  |  |  |  |  |  |  |
|---------------|--|--|--|--|--|--|--|--|--|--|
| AMENDMENT NO. |  |  |  |  |  |  |  |  |  |  |
| DATE          |  |  |  |  |  |  |  |  |  |  |

|   |                |                 |
|---|----------------|-----------------|
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or print) | 20B. SIGNATURE | 20C. OFFER DATE |
|---|----------------|-----------------|

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

|  |                                       |   |
|--|---------------------------------------|---|
| 22. AMOUNT   | 23. ACCOUNTING AND APPROPRIATION DATA |   |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN<br>(4 copies unless otherwise specified) → | ITEM                                  | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO<br>_ 10 U.S.C. 2304(c)( ) _ 41 U.S.C. 253(c)( )          |
| 26. ADMINISTERED BY<br>Same as block #7  | CODE                                  | 27. PAYMENT WILL BE MADE BY<br>U.S. Embassy – Bogota<br>Finance Management Center - FMC<br>Carrera 45 #24B-27 |

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

|  |           |  |                 |
|--|-----------|--|-----------------|
| _ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. |           | _ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |                 |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)   |           | 31A. NAME OF CONTRACTING OFFICER (Type or print)<br><br>James M. Fairman   |                 |
| 30B. SIGNATURE   | 30C. DATE | 31B. UNITED STATES OF AMERICA, BY<br>.   | 31C. AWARD DATE |

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**STANDARD FORM 1442** BACK (REV. 4-85)11. SCHEDULE

*(Include applicable Federal, State and local taxes)*

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b)  | QUANTITY<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1               | FOUNTAIN & WATER PONDS REPAIR CHANCERY<br>BUILDING X3004<br>Funding Information:<br>Total: \$0.00<br>----- \$0.00 | 1.00            | LS          | \$0.00            | \$0.00        |

SECTION B - SUPPLIES OR SERVICES  
AND PRICES/COSTS

B.1 CONTRACT PRICE

The Contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, which shall be a direct reimbursement), and profit.

Total Price Col P\$ \_\_\_\_\_

B.2 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B.3 TYPE OF CONTRACT

This is a firm, fixed- price contract payable entirely in the currency indicated in the SF-1442. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS  
STATEMENT OF WORK

C.1 CHARACTER AND SCOPE OF WORK

The Contractor shall furnish and install all materials required by this contract. The contract drawings are set forth in Section J as Attachment 3 and the Specifications/Statement of Work are set forth in Section J as Attachment 2.

C.2 DRAWINGS

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.

SECTION D - PACKAGING AND MARKING

RESERVED

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. 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 links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

| <u>CLAUSE</u> | <u>TITLE AND DATE</u>                                |
|---------------|--|
| 52.232-27     | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013) |
| 52.246-12     | INSPECTION OF CONSTRUCTION (AUG 1996)                |

### E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the weekly inspection reports to the COR.

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

E.2.1 MONTHLY REPORT: The Contractor shall submit to the COR a monthly progress report, along with the monthly invoice, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract.

E.2.2. INSPECTION BY GOVERNMENT: 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.

### E.3 SUBSTANTIAL COMPLETION

#### E.3.1 DEFINITIONS

(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.

#### E.3.2 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 shall 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.

### E.4 FINAL COMPLETION AND ACCEPTANCE

#### E.4.1 DEFINITIONS

(a) "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.

(b) 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.

#### E.4.2 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.

#### E.4.3 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:

(a) satisfactory completion of all required tests,

(b) 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

(c) 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).

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. 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 links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

| <u>CLAUSE</u> | <u>TITLE AND DATE</u>         |
|---------------|-------------------------------|
| 52.242-14     | SUSPENSION OF WORK (APR 1984) |

### F.2 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within *Ten (10) Calendar* days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than *ninety (90) calendar days*. The time stated for completion shall include final cleanup of the premises and completion of "punch list" items.

### F.3 LIQUIDATED DAMAGES

#### F.3.1 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of *Col P\$1,000,000.00* for each 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.

#### F.3.2. ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

#### F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "ten (10) 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 schedules 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 a 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.

#### F.5 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.

#### F.6 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 this notice 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.

F.7 NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will issue the Contractor a Notice to Proceed. The Contractor shall 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. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or policies shall not be a waiver of the requirement to furnish these documents.

F.8 WORKING HOURS

All work shall be performed during ***regular hours Monday through Friday from 0800 to 1700 hours*** except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

(a) The Department of State observes the following days\* as holidays:

The holidays below will be observed during calendar year 2015:

|             |           |       |                           |
|-------------|-----------|-------|---------------------------|
| August 7    | Friday    | (C)   | Battle of Boyacá          |
| September 7 | Monday    | (A)   | Labor Day                 |
| October 12  | Monday    | (A-C) | Columbus Day              |
| November 11 | Wednesday | (A)   | Veterans Day              |
| November 26 | Thursday  | (A)   | Thanksgiving Day          |
| December 8  | Tuesday   | (C)   | Immaculate conception Day |
| December 25 | Friday    | (A-C) | Christmas Day Holiday     |

(A) - American Holidays

(C) - Colombian Holidays New Year's Day

November 16 (Independence of Cartagena) is a Colombian holidays. American and Locally Employed Staff are expected to be at work unless they have pre-approved leave.

\*Any other day designated by Federal law, Executive Order or Presidential Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

#### F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment, and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

- (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (2) cannot be overcome by reasonable efforts to reschedule the work, and
- (3) directly and materially affects the date of final completion of the project.

#### F.10 PRE-CONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at *the U.S. Embassy – Bogota, located at Carrera 45 #24B-27* to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Pre-Construction Conference in Section I.

## F.11 DELIVERABLES

The following items shall be delivered under this contract:

| <b>Description</b>                        | <b>Quantity</b> | <b>Delivery Date</b>                               | <b>Deliver To:</b> |
|---|-----------------|--|--------------------|
| H.1.2. Bonds/Insurance                    | 1               | 10 days after award                                | CO                 |
| H.11.1. Safety Plan                       | 1               | 10 days after award                                | COR                |
| E.2. Quality Assurance Plan               | 1               | 10 days after award                                | COR                |
| F.4. Construction Schedule                | 1               | 10 days after award                                | COR                |
| H.14.1. Submittal Register                | 1               | 10 days after award                                | COR                |
| F.10. Pre-Construction Conference         | 1               | 10 days after award                                | COR                |
| H.13.2. Biographic Data on Personnel      | 1               | 10 days after award                                | COR                |
| E.2.2. Inspection Reports                 | 1               | 3 days after end of weekly period                  | COR                |
| G.3.2 Payment Request                     | 1               | Last day of each month                             | COR                |
| E.2.1. Monthly Progress Report            | 1               | 7 <sup>th</sup> day of the following month         | COR                |
| F.4.(c). Updates to Construction Schedule | 1               | Last day of each month                             | COR                |
| E.3.2. Request for Substantial Completion | 1               | 5 days before inspection                           | COR                |
| H.4.4. As-built Drawings and Warranties   | 1               | After final completion but before final acceptance | COR                |
| E.4.2. Request for Final Acceptance       | 1               | 5 days before inspection                           | COR                |
| F.6 Notice of Delay                       | 1               | Within 10 days after event                         | CO                 |
| F.8 Additional Hours                      | 1               | No later than 24 hours in advance of need          | COR                |
| H.2.4 Evidence of Insurance               | 1               | 10 days after award                                | CO                 |
| H.17.2 Differing Site Condition           | 1               | Within 10 days of occurrence                       | CO                 |

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract.

### G.2 MONITORING OF THE CONTRACTOR

#### G.2.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is the *Deputy Facilities Manager*.

#### G.2.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

### G.3 PAYMENT

#### G.3.1 GENERAL

Payments are subject to FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts".

### G.3.2 DETAIL OF PAYMENT REQUESTS

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Government will make payments no more frequently than monthly, unless otherwise provided in this contract. The Contractor shall address invoices to:

**U.S. Embassy - Bogota**  
**Attn: Financial Management Center - FMC**  
**Carrera 45 #24B-27**  
**Bogotá, D.C., Colombia**

### G.3.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made to subcontractors and suppliers following the Contractor's contractual arrangements with them.

### G.3.4 EVALUATION BY THE CONTRACTING OFFICER

Following 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 that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons.

### G.3.5 ADDITIONAL WITHHOLDING

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

G.3.6. PAYMENT

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.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 BOND/IRREVOCABLE LETTERS OF CREDIT REQUIREMENTS

#### H.1.1 BONDS/IRREVOCABLE LETTERS OF CREDIT REQUIRED

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. For clarification purposes, we are including information on the local equivalent in Colombia of the bonds required in the United States in Section G “ Special requirements” Ten (10) days after contract award, contractor is required to submit the following bonds, as stated in Section G of the Solicitation:

**Social Security:** All workers and subcontractors who are employed on the project should be registered with a Social Security System, which includes an E.P.S. ( Health Entity) and a A.R.L (Administración de Riesgos Laborales) (Labor Risk Administration Company), and that they are up to date with the respective payment. The Contractor should likewise take on responsibility for any damages or prejudices which might result from the said activity. The contractor should submit copies of payment tables during the first seven days of the month to the Facilities

**Bonds:** All policies, which are stipulated for these works, should be signed by the legal representative. The policies should name the American Embassy, NIT: 800.090.823-1, as the beneficiary. The full cost of all policies will be borne by the contractor, who should always submit the payment receipt for the respective premiums. The required policies are listed below:

1. **Compliance Policy.** Amounting to 30% of the value of the contract and with validity equal to the contract term plus two months.
2. **Wage payment and social benefits policy.** Amounting to 30% of the value of the contract with validity equal to the contract term plus three years. The Social benefits policy will not be necessary if a certification is issued swearing that all staff and personnel are duly registered in a social security scheme, covering accidents, death, hospitalization, and accidental death.
3. **Contractual and extra contractual liability insurance policy.** Amounting of 40% of the value of the contract and with validity equal to the contract term plus two months.
4. **Work quality and stability.** Amounting to 50% of the value of the contract and valid for three (3) years after completion of the work.

#### H.1.2 TIME FOR SUBMISSION

The Contractor shall provide the bonds or alternate security as required by the paragraph H.1.1 above within ten (10) days after contract award. Failure to submit (1) the required bonds or other security acceptable to the Government in a timely manner; (2) bonds from an acceptable surety; or (3) bonds in the required amount, 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).

### H.1.3 COVERAGE

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, 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.

### H.1.4 DURATION OF COVERAGE

The required performance and payment 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 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.

### H.1.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if --

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

## H.2 INSURANCE

### H.2.1 AMOUNT OF INSURANCE

The Contractor is required by FAR 52.228-5 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:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

|  |                      |
|--|----------------------|
| General Liability:                                       |                      |
| (1) Bodily injury on or off site stated in U.S. dollars: |                      |
| Per Occurrence   | <b>\$ 75,000 USD</b> |
| Cumulative   | <b>\$150,000 USD</b> |
| (2) Property damage on or off site in U.S. dollars:      |                      |
| Per Occurrence   | <b>\$ 75,000 USD</b> |
| Cumulative   | <b>\$150,000 USD</b> |

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.

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 there from, except in the instance of gross negligence on the part of the Government.

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.

#### H.2.2 GOVERNMENT AS ADDITIONAL INSURED

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.

#### H.2.3 INSURANCE-RELATED DISPUTES

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work.

#### H.2.4 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

### H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

(a) “Contract Drawings or Drawings,” where indicated by the context, means those drawings specifically listed in the construction contract or as later incorporated into the contract by contract modification.

(b) “Day” means a calendar day unless otherwise specifically indicated.

(c) “Host Country” means the country in which the project is located.

(d) “Material” means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.

(e) “Notice to Proceed” means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.

(f) “Other Submittals” includes progress schedules, shop drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

(g) “Project Data” includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(h) “Samples” are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

(i) “Schedule of Defects” means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

(j) “Separate Contractor” means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

(k) “Work” means any and all permanent construction which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

### H.4 OWNERSHIP AND USE OF DOCUMENTS

#### H.4.1 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND MODELS

(a) OWNERSHIP. All specifications, drawings, and copies thereof, and models, are the property of the Government.

(b) USE AND RETURN. The Contractor shall not use or allow others to use the documents described in (a) above on other work. The Contractor shall return or account for the signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

#### H.4.2 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 the Contractor makes objection within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

#### H.4.3 RECORD DOCUMENTS

The Contractor shall maintain at the project site:

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

#### H.4.4 "AS-BUILT" DOCUMENTS

After final completion of the work, but before final acceptance, the Contractor shall provide:

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

#### H.5 GOVERNING LAW

The laws of the United States shall govern the contract and its interpretation.

## H.6 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

## H.7 LAWS AND REGULATIONS

### H.7.1 COMPLIANCE REQUIRED

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.

### H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

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.

### H.7.3 SUBCONTRACTORS

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.

### H.7.4 EVIDENCE OF COMPLIANCE

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause when directed by the Contracting Officer.

## H.8 RESPONSIBILITY OF CONTRACTOR

### H.8.1 DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

## H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

## H.9 CONSTRUCTION OPERATIONS

### H.9.1 OPERATIONS AND STORAGE AREAS

(a) CONFINEMENT TO AUTHORIZED AREAS. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) VEHICULAR ACCESS. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

## H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. The Contractor shall refer any request from occupants of existing buildings to change the sequence of work to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

## H.10 TEMPORARY FACILITIES AND SERVICES

The Contractor may erect temporary buildings (such as, storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The cost of these temporary buildings is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

## H.11 SAFETY

### H.11.1 DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

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

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:

- (i) Scaffolding;
- (ii) Work at heights above two (2) meters;
- (iii) Trenching or other excavation greater than one (1) meter in h;

- (iv) Earth moving equipment;
- (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (viii) Hazardous noise levels.

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

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

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

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

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

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

## H.12 SUBCONTRACTORS AND SUPPLIERS

### H.12.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

### H.12.2 APPROVAL OF SUBCONTRACTORS

(a) REVIEW AND APPROVAL. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors.

(b) REJECTION OF SUBCONTRACTORS. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

## H.13 CONSTRUCTION PERSONNEL

### H.13.1 REMOVAL OF 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 at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project. 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.

### H.13.2 CONSTRUCTION PERSONNEL SECURITY

After award of the contract, the Contractor shall have ten days to submit to the Contracting Officer a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take **up to sixty (60)** days to perform. For each individual the list shall include:

- **Full Name**
- **Place and Date of Birth**
- **Current Address**
- **Identification number**
- **Photocopy of local ID “Cedula de Ciudadania”**
- **Cell phone number**

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

#### H.14 MATERIALS AND EQUIPMENT

##### H.14.1 SELECTION AND APPROVAL OF MATERIALS

(a) STANDARD TO QUALITY. 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.

(b) SELECTION BY CONTRACTOR. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish a Submittal Register to the Contracting Officer, for approval. The Submittal Register shall include the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating. To ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

##### H.14.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project.

#### H.14.3 BASIS OF CONTRACT PRICE

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

#### H.14.4 SUBSTITUTIONS

(a) PRIOR APPROVAL REQUIRED. The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must accompany any substitution request including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

(b) APPROVAL THROUGH SHOP DRAWINGS. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) FINAL APPROVAL ON DELIVERY. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

#### H.14.5 . "OR-EQUAL CLAUSE"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

#### H.14.6 USE AND TESTING OF SAMPLES

(“Samples” include materials and equipment.)

(a) USE. The Contractor shall send approved samples not destroyed in testing to the Contracting Officer. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) FAILURE OF SAMPLES. If a sample fails to pass the specified tests described in this contract, any further samples of the same brand or make of that material or equipment may not be considered for use in performance under this contract.

(c) TAKING AND TESTING OF SAMPLES. Samples delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) COST OF ADDITIONAL TESTING BY THE GOVERNMENT. When additional tests of samples are performed, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

#### H.15 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

##### H.15.1 SHIPMENT AND CUSTOMS CLEARANCE

(a) Costs to be borne by Contractor. The Contractor is responsible for paying all charges incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties specified below), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) Duty-free clearance. The Contractor shall not be responsible for customs duties for which the Government has been able to obtain a customs waiver. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive,

duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which:

- (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,
- (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or
- (3) are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.

(c) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

#### H.15.2 SURPLUS MATERIALS

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

#### H.16 SPECIAL WARRANTIES

##### H.16.1 SPECIAL WARRANTY OBLIGATIONS

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 do not conflict with the special warranty.

##### H.16.2 WARRANTY INFORMATION

The Contractor shall obtain and furnish to the Government all information required in order 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.

#### H.17 EQUITABLE ADJUSTMENTS

#### H.17.1 BASIS FOR 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. The Contractor shall give the Contracting Officer 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.

#### H.17.2 DIFFERING SITE CONDITION NOTICE

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

#### H.17.3 DOCUMENTATION OF PROPOSALS FOR EQUITABLE ADJUSTMENTS

(a) ITEMIZATION OF PROPOSALS AND REQUESTS. The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting Officer. The request shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) PROPOSED TIME ADJUSTMENTS. The Contractor shall submit a proposed time extension (if applicable) with any request for an equitable adjustment or change proposal. The request shall include sufficient information to demonstrate whether and to what extent the change will delay the completion of the contract.

(c) RELEASE BY CONTRACTOR. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

#### H.18 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate

action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

H.19 ZONING APPROVALS AND BUILDING PERMITS: RESERVED

## SECTION I - CONTRACT CLAUSES

### I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. 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 see the links to the FAR. You may also use Internet “search engines” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

| <u>CLAUSE</u> | <u>TITLE AND DATE</u>   |
|---------------|---|
| 52.202-1      | DEFINITIONS (NOV 2013)  |
| 52.203-3      | GRATUITIES (APR 1984)   |
| 52.203-5      | COVENANT AGAINST CONTINGENT FEES (MAY 2014)   |
| 52.203-6      | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)   |
| 52.203-7      | ANTI-KICKBACK PROCEDURES (MAY 2014)   |
| 52.203-8      | CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)                       |
| 52.203-10     | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)   |
| 52.203-12     | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)                                     |
| 52.203-17     | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) |
| 52.204-4      | PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT (MAY 2011)  |

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
- 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) *Alternate I (FEB 1997)*
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-5 TRADE AGREEMENTS (NOV 2013)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-4 WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 52.229-6 TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)

- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-4 CHANGES (JUN 2007)
- 52.244-6 SUBCONTRACTOR AND COMMERCIAL ITEMS (JULY 2014)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.245-9 USE & CHARGES (APR 2012)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.247-63 RESERVED
- 52.247-64 RESERVED
- 52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEPT 1996)*
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

The following Department of State Acquisition Regulations (DOSAR) are set forth in full text:

I.1 652.204-70 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)

I.2 652.243-70 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. The Contracting Officer must make all modifications to the contract in writing.

I.3 652.242-73 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.

I.4 RESERVED

I.5 THE FOLLOWING CLAUSE IS APPLICABLE, IF CHECKED:

652.229-70 RESERVED

I.6. 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)

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

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782, or via the internet at <http://www.fms.treas.gov/c570/c570.html>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.”

I.7 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.8 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

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

## I.9 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 e-mail.

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.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

| <b>ATTACHMENT NO.</b> | <b>DESCRIPTION OF ATTACHMENT</b>                           | <b>NO. PAGES</b> |
|-----------------------|--|------------------|
| Attachment 1          | BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS | 3                |
| Attachment 2          | STATEMENT OF WORK  | 5                |
| Attachment 3          | DRAWINGS   | 1                |
| Attachment 4          | MATERIALS AND EQUIPMENT-(IN SPANISH) FOR CLIN 4.3          | 4                |
| Attachment 5          | SAFETY REQUIREMENTS FOR CONTRACTORS                        | 11               |

**ATTACHMENT #1 - BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS**

| <b>Contract Line Item Number (CLIN)</b> | <b>Description of Services (Spanish/English)</b>   | <b>Unit of Measure.</b> | <b>Unit of Measure.</b> | <b>Unit Price Col P\$</b> | <b>Estimated Total Cost Col P\$</b> |
|---|--|-------------------------|-------------------------|---------------------------|-------------------------------------|
| 1                                       | <b>PRELIMINARIES</b>   |                         |                         |                           |                                     |
| 1.1                                     | Safety PPE   | LS                      | 1                       |                           |                                     |
| 1.2                                     | Shop Drawings  | LS                      | 1                       |                           |                                     |
| 1.3                                     | Temporary enclosure  | LM                      | 28                      |                           |                                     |
| 1.4                                     | Demolition of concrete slab and finishing  | M2                      | 35                      |                           |                                     |
| 1.5                                     | Excavation   | M3                      | 38                      |                           |                                     |
| 1.6                                     | Fill B-200   | M3                      | 13                      |                           |                                     |
| 1.7                                     | Core drill 3" dia.   | EA                      | 3                       |                           |                                     |
| 1.8                                     | Demolition, filling and sandstone installation   | M2                      | 32                      |                           |                                     |
| 1.9                                     | Granite tiles releveling   | M2                      | 50                      |                           |                                     |
| 2                                       | <b>FOUNDATION / CONCRETE STRUCTURE</b>   |                         |                         |                           |                                     |
| 2.1                                     | Foundation (poor concrete)   | M2                      | 13                      |                           |                                     |
| 2.2                                     | Concrete for water tank walls, floor and roof (waterproof)   | M3                      | 10                      |                           |                                     |
| 2.3                                     | Concrete slab 15 cm thk. (f'c=3500 psi)  |                         | 45                      |                           |                                     |
| 3                                       | <b>ELECTRICAL</b>  |                         |                         |                           |                                     |
| 3.1                                     | Electrical system  | LS                      | 1                       |                           |                                     |
| 3.2                                     | Pump feeder  | LS                      | 1                       |                           |                                     |
| 3.3                                     | Rain Sensor for irrigation system  | LS                      | 1                       |                           |                                     |
| 3.4                                     | LED Bollards for court yard lighting   | EA                      | 10                      |                           |                                     |
| 3.5                                     | Exhaust fan  | LS                      | 1                       |                           |                                     |
| 4                                       | <b>HIDRAULIC / SANITARY SYSTEM</b>   |                         |                         |                           |                                     |
| 4.1                                     | Hydraulic system   | LS                      | 1                       |                           |                                     |
| 4.2                                     | Sanitary system  | LS                      | 1                       |                           |                                     |
| 4.3                                     | Hydraulic materials and equipment for fountain: As follows   |                         |                         |                           |                                     |
| 4.3.1                                   | <ul style="list-style-type: none"> <li>Equipo de Filtracion en Fiber Glass de 24"/ Filtration equipment in Fiber Glass 24 "</li> </ul>   | LS                      | 1                       |                           |                                     |
|   | <ul style="list-style-type: none"> <li>Valvula Multipor de 6 Pocisiones para control de limpieza y agua./ Multipor valve 6 positioned for cleaning and water control</li> </ul>          |                         |                         |                           |                                     |
|   | <ul style="list-style-type: none"> <li>Bomba de Potencia de 1,5 H.P Importada USA/ 1.5 Power pump H. p Imported USA</li> </ul>   |                         |                         |                           |                                     |
|   | <ul style="list-style-type: none"> <li>Trampa de Cabellos en Plastico ABS con Tama Mirilla y Filtro Canastilla/ Hair trap in ABS plastic with Tama peephole and Bucket Filter</li> </ul> |                         |                         |                           |                                     |
|   | <ul style="list-style-type: none"> <li>Manometro de Presion a 25 Bar/ Pressure Manometer 25 Bar</li> </ul>   |                         |                         |                           |                                     |
| 4.3.2                                   | <ul style="list-style-type: none"> <li>Arena Silice para Filtro de 24" mas Escudos y Rejillas de Succion/ Silica sand filter 24 " plus Suction Shields and Screens</li> </ul>            |                         |                         |                           |                                     |
| 4.3.2                                   | <ul style="list-style-type: none"> <li>Clorinador Importado/ Imported chlorinator</li> </ul>   | EA                      | 1                       |                           |                                     |
| 4.3.3                                   | <ul style="list-style-type: none"> <li>Bomba de Potencia de 2 HP Importada/ Imported</li> </ul>  | EA                      | 1                       |                           |                                     |

|        |   |    |    |  |  |
|--------|---|----|----|--|--|
|        | Power pump 2 HP   |    |    |  |  |
| 4.3.4  | • Bomba de Potencia de 3 HP Importada / Imported Power pump 3 HP  | EA | 4  |  |  |
| 4.3.5  | • Trampa de Cabellos de 4"x4"/ Hair trap 4 " x4 "   | EA | 5  |  |  |
| 4.3.6  | • Boquillas reticuladas en bronce de 1/2" / Crosslinked bronze nozzles 1/2  | EA | 48 |  |  |
| 4.3.7  | • Boquilla central en bronce tipo trenza de 3"/ Central nozzle bronze braid type 3 "  | EA | 1  |  |  |
| 4.3.8  | • Reflector Led RGB Importado/Imported Led Reflector RGB  | EA | 26 |  |  |
| 4.3.9  | • Tablero de Contactores Según Norma Retie con Sistemas Diferenciales de Humedad con polo a tierra con 5 variadores de velocidad. Con DMX./ According board contactors Standard Retie with Differential Systems with grounding Humidity 5 variable speed drives. With DMX . | EA | 1  |  |  |
| 4.3.10 | • Montaje e Instalacion de Equipos Tipo Industrial/ Industrial assembly and installation Equipment Type   | EA | 1  |  |  |
| 4.3.11 | • A-SUB TOTAL FUENTE PLAZOLETA/ CAFETERIA COURT FOUNTAIN SUB TOTAL  | LS | 1  |  |  |
| 4.3.12 | • Bombas de Potencia de 3HP Importada/ imported Power Pump 3HP  | EA | 1  |  |  |
| 4.3.13 | • Trampa de Cabellos de 4"x4"/ Hair trap 4 " x4 "   | EA | 1  |  |  |
| 4.3.14 | • Boquilla en acero inox Puntas de lanza 1 ½ /Crosslinked bronze nozzles 1 ½  | EA | 4  |  |  |
| 4.3.15 | • Electrovalvas/Electrovalves   | EA | 4  |  |  |
| 4.3.16 | • Reflector Led RGB Importado/ Imported Led Reflector RGB   | EA | 4  |  |  |
| 4.3.17 | • Tablero de Contactores Según Norma Retie con Sistemas Diferenciales de Humedad con polo a tierra./ According board contactors Standard Retie with humidity Differential Systems with grounding .  | EA | 1  |  |  |
| 4.3.18 | • Montaje e Instalacion de Equipos Tipo Industrial  | EA | 1  |  |  |
| 4.3.19 | • B-SUB TOTAL MEDIA LUNA 1/ SUBOTOTAL "HALF MOON"   | LS | 1  |  |  |
| 4.3.20 | • Equipo de Filtracion en Fiber Glass de 24"/ Filtration equipment in Fiber Glass 24 "  | EA | 1  |  |  |
|        | • Valvula Multipor de 6 Pocisiones para control de limpieza y agua./Multipor valve 6 positioned for cleaning and water control  |    |    |  |  |
|        | • Bomba de Potencia de 1,5 H.P Importada USA / Imported Power pump 1.5 HP   |    |    |  |  |
|        | • Trampa de Cabellos en Plastico ABS con Tama Mirilla y Filtro Canastilla/ Plastic Hair trap  |    |    |  |  |
|        | • Manometro de Presion a 25 Bar/ Pressure Manometer 25 Bar  |    |    |  |  |
|        | • Arena Silice para Filtro de 24" mas Escudos y Rejillas de Succion/ Silica sand filter 24 " plus Suction Shields and Screens   |    |    |  |  |
| 4.3.21 | • Bombas de Potencia de 3HP Importada/ imported Power Pump 3HP  | EA | 1  |  |  |
| 4.3.22 | • Trampa de Cabellos de 4"x4"/ Hair trap 4 " x4 "   | EA | 1  |  |  |
| 4.3.23 | • Boquilla en acero inox Puntas de lanza 1 1/2/ Stainless steel nozzle Spearheads 1 1/2   | EA | 7  |  |  |
| 4.3.24 | • Electrovalvas/Electrovalves   | EA | 7  |  |  |
| 4.3.25 | • Reflector Led RGB Importado   | EA | 4  |  |  |
| 4.3.26 | • Tablero de Contactores Según Norma Retie con  | EA | 1  |  |  |

|        |  |    |     |  |  |
|--------|--|----|-----|--|--|
|        | Sistemas Diferenciales de Humedad con polo a tierra.   |    |     |  |  |
| 4.3.27 | • Montaje e Instalacion de Equipos Tipo Industrial   | EA | 1   |  |  |
| 4.3.28 | • C-SUB TOTAL MEDIA LUNA 2/ SUBOTOTAL "HALF MOON 2"  | LS | 1   |  |  |
| 4.3.29 | • Bombas de Potencia de 3HP Importada/ imported Power Pump 3HP   | EA | 1   |  |  |
| 4.3.30 | • Trampa de Cabellos de 4"x4"/ Hair trap 4 " x4 "  | EA | 1   |  |  |
| 4.3.31 | • Boquilla en acero inox de 1 1/2" Importada con acceso de control de aire Tipo Borbollon.   | EA | 3   |  |  |
| 4.3.32 | • Reflector Led RGB Importado/Imported Led Reflector RGB   | EA | 3   |  |  |
| 4.3.33 | • Tablero de Contactores Según Norma Retie con Sistemas Diferenciales de Humedad con polo a tierra./ According board contactors Standard Retie with humidity Differential Systems with grounding . | EA | 1   |  |  |
| 4.3.34 | • Montaje e Instalacion de Equipos Tipo Industrial/Installation of industrial equipment.   | EA | 1   |  |  |
| 5      | <b>METAL</b>   |    |     |  |  |
| 5.1    | Metal cover and frame for manhole 75 x 75 cm,  | EA | 1   |  |  |
| 5.2    | Ladder (access water tank)   | EA | 1   |  |  |
| 5.3    | Grating cover (cast iron)  | M2 | 15  |  |  |
| 6      | <b>FINISHES</b>  |    |     |  |  |
| 6.1    | 3 coats of paint for interior walls on plaster   | M2 | 35  |  |  |
| 6.2    | Clean up and disposal  | LS | 1   |  |  |
| 6.3    | Removal of construction debris   | LS | 1   |  |  |
| 6.4    | Demolition, and replacement sandstone  | M2 | 34  |  |  |
| 6.5    | Lawn restoration   | M2 | 20  |  |  |
| 7      | <b>LANDSCAPING</b>   |    |     |  |  |
| 7.1    | Gardens restorations area 1  | M2 | 132 |  |  |
| 7.2    | Gardens restorations area 2  | M2 | 250 |  |  |
| 7.3    | New garden   | M2 | 45  |  |  |
| 7.4    | Pool cleaning machine  | LS | 1   |  |  |
| 7.5    | Irrigation system - rain valves  | LS | 1   |  |  |
|        | <b>DIRECT COST</b>   |    |     |  |  |
|        | Discount (if applicable)   |    |     |  |  |
|        | Administration and unforeseen (A, I)   |    |     |  |  |
|        | Profit (U)   |    |     |  |  |
|        | <b>SUBTOTAL</b>  |    |     |  |  |
|        | IVA (on profit or total price, depending on system)  |    |     |  |  |
|        | <b>TOTAL COST IN COL\$</b>   |    |     |  |  |

## ATTACHMENT #2--STATEMENT OF WORK

### 1.1 PROJECT DATA

- A. Project Title:  
Fountain and ponds Repair
- B. Project Location:  
The site is located in the Cafeteria Court Yard at the American Embassy Bogotá, Colombia.  
Address: Carrera. 45 No. 24B - 27.
- C. Background:  
This project, undertaken by the Facility Management Office, Overseas Buildings Operations (OBO), involves the design and construction to repair the fountain and ponds area at the Embassy compound.

### 1.2 PROJECT SCOPE

- A. Contractor is solely responsible for providing complete construction and engineering services, contract coordination and supervision, and delivery of parts and systems including but not limited to the management, professional design services, and construction necessary to meet the requirements of this contract within the established schedules. General description of the project includes but is not limited to:
- Detailed architectural, civil and hydraulic engineering to repair the fountain and water ponds.
  - Construction of a new concrete pit for water pumps, filters and electrical cabinets installation.
  - Expansion and repair of existing sidewalk.
  - Configuration and restoration of existing gardens.
  - Repair the lighting system.
  - Repair the rain sensor to control the irrigation system
- B. Limit of Construction:
1. The Contract includes all work within the U.S. Government (USG) property line.
  2. The Contractor must coordinate through the Contracting Officer Representative (COR) and the embassy's administration regarding schedules, work procedures, access, connectivity and any other issues that may arise during the design and construction.
  3. All systems must be designed and built to operate with the existing equipment at the embassy. The Contractor must guarantee that the existing equipment and systems will not be affected in their operation. Contractor must verify existing site conditions.
- C. Contractor shall plan this project in accordance with the following requirements:
1. Security procedures described in this document.
  2. Specifications and design documents.
- D. Permits and Licenses:
1. Not applicable.

E. USG Work / Coordination:

1. Contractor shall coordinate with the COR the designs, schedules, specifications and work in order to minimize the impact to the end-users. If it's necessary to close the operation of any facilities at the embassy compound, every effort must be done to assure that the activities will be done as fast as possible. In all cases there must be previous coordination of all activities with the embassy representatives.

1.3 GENERAL PROJECT REQUIREMENTS

A. General Requirements.

These specifications provide details of main activities to be performed and the type of materials, finishes, and work procedures for various activities.

Applicable Codes:

- a. Construction of this project must be performed in compliance with all applicable international, national and local codes.
- b. All parts, systems and equipment proposed shall meet all applicable codes.
- c. See Construction specifications for detailed information.
- d. ***Contractor must provide on-site a project manager during the complete construction phase.***

THE FOLLOWING SPECIFICATIONS APPLY TO ANY WORK

Safety, Health and Environment

The contractor will accept all legal dispositions currently in force concerning safety for staff and workers, as well as for the public who directly or indirectly may be affected by the work. The contractor will follow the more restrictive standard between the Safety and Health Requirements Manual established by the US Army Corps of Engineers:

[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

Or, the Colombian laws on industrial safety as established by the Ministry of Labor. Find the Safety requirements to be strictly complied in Attachment 4.

General cleaning:

- The contractor will take left over materials to an authorized dumpsite not affecting Embassy or third party interests. No claims will be accepted for transportation.
- Once the work is completed, or part of the work is finished, the contractor will proceed to remove all materials left over, all debris and other residual materials and will execute a thorough general cleaning of

all inner and outer areas, or in those areas indicated by the contracting party.

- The contractor will also undertake repairs to eliminate scratches and damages observed by both the contractor and the contracting party so that the construction site may be handed over to the Embassy in perfect conditions. These repairs will not entail any additional cost to the contracting party and therefore will not constitute an additional cost to the contract.
- Once every element built has being thoroughly cleaned by the contractor, a general sweep will take place to remove every small residue possible left over by the final repairs.

B. Project Budget.

1. The Contractor shall determine the price of materials, labor and equipment for the work anticipated for all aspects of the construction project.
2. Construction budget estimates shall be expressed in terms of prevailing Bogota labor and material rates.

C. Drawing Format & Communications

1. CADD – N/A
2. All drawings, specifications, cost estimates, and other portions of submittals shall be prepared in English.

D. Meetings

1. The Contractor shall prepare a detailed written record of all conferences and meetings with the COR related to the Project.
2. Confirmation of telephone conversations in which decisions affecting the project are made shall also be prepared in writing.
3. Two (2) copies of these records shall be submitted to the COR within five calendar (5) days of the event.
4. The written format established by the Contractor for these records shall be subject to the approval of the COR.

E. Design

1. Match existing materials and design where applicable.
2. The Contractor shall follow all specifications and drawings from the government design.
3. No changes can be performed to the design documents unless explicitly authorized in writing by the COR. A record of any changes must be maintained and submitted with the final documentation.

F. Project schedule

This project must be completed in 90 calendar days from the notice to proceed given by the Contracting Officer.

## 1.4 CONSTRUCTION REQUIREMENTS

### A. General Requirements:

Following are the main characteristics of the work to be performed; all costs included, so that the contractor may review them, prepare the quotation based on them and perform the work as defined on these parameters. Remember that this quotation must include all costs for labor, materials, equipment, etc., and all other items necessary and incidental to the design and construction of the hydraulic system in accordance with the criteria, drawings and specifications.

### B. Engineering Requirements:

As described in construction specifications. Architectural and Civil engineering design must match existing conditions.

### C. Structural Requirements:

As described in construction specifications.

### D. Mechanical Requirements:

*As described in construction specifications.*

### E. Plumbing:

As described in construction specifications.

### F. Electrical Requirements:

As described in construction specifications.

### G. Security Requirements:

1. All documents, drawings, submittals and any information related to the project is sensitive but unclassified, SBU, and must be released, saved, transmitted and filed accordingly.
2. Before initiating the work, for control purposes, a list with the names of all workers and staff will be provided to the Embassy, indicating worker's full names and ID card numbers. The list will contain full names (names and surnames), ID number and place of issuance, telephone number and address. The American Embassy reserves the right to admit or deny the entrance to workers.

## 1.5 ROLE OF GOVERNMENT IN PROJECT CONSTRUCTION

### A. Project Design

Provide clarification on the scope and intent of design documents.

### B. Project Execution

1. The COR will be the liaison between the contractor and the Embassy and any inquiry, problem, task or activity must be coordinated in advance.

## 1.6 CONSTRUCTION DOCUMENTATION

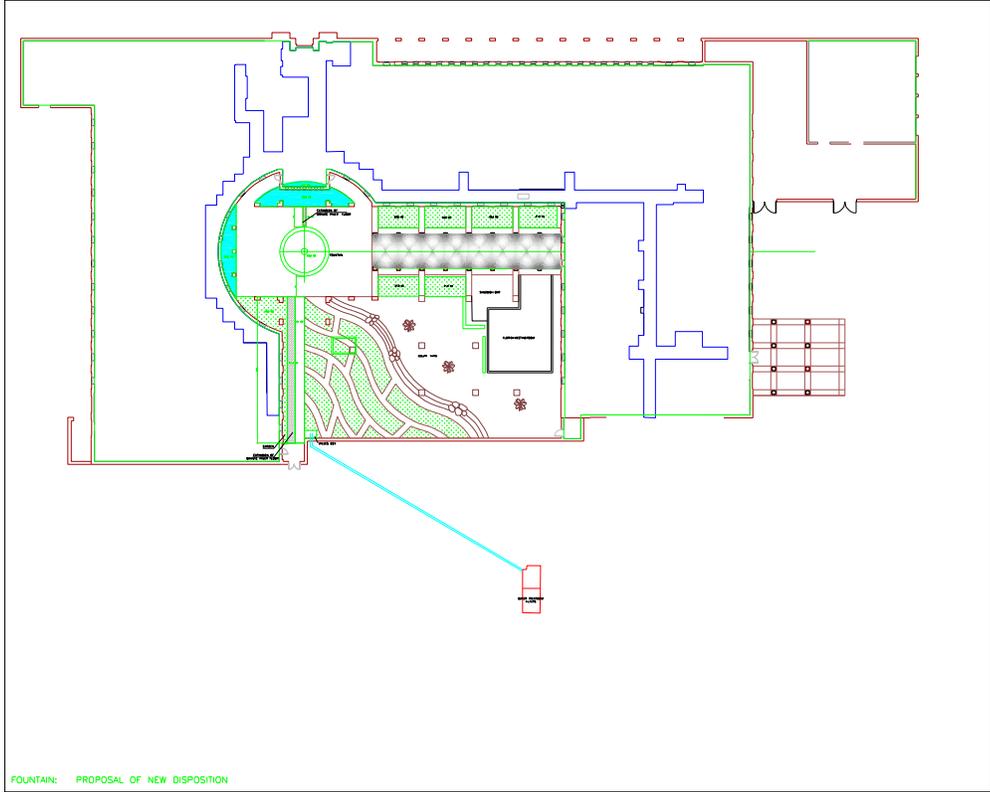
Submittal Requirements: The requirements within this SOW serve as direction to the Contractor in the development and delivery of a complete set of construction submittals. Construction Sequencing and Execution Plan:

Shall be submitted for approval to the COR.  
Submittal Materials

1. All materials required for the execution of the project shall be submitted for approval to the COR.

- The Contractor shall prepare and organize all cost estimates.
- The Contractor shall identify prices for materials, labor and equipment which are available locally and that may be used for the work.
- Overhead, profit and contingency assumptions shall be separately identified. Any costs for taxes, duties etc. that may be applied to this project by the local government shall be separately identified.
- General conditions for construction shall be shown in detail denoting the cost elements for direct costs for material, labor, equipment and other costs such as mobilization, permits, bonds, main office expense, shipping, etc.

# ATTACHMENT #3-DRAWINGS



ATTACHMENT #4-MATERIALS AND EQUIPMENT-(IN SPANISH) FOR CLIN 4.3

**BOQUILLAS**

| IMAGEN  | DESCRIPCIÓN  |
|---|--|
|    | <p><b>Chorro Tipo Palmera:</b><br/>Este accesorio está ubicado en el centro de la fuente redonda de piso seco y cuenta con un sistema de boquillas dirigidas las cuales se entrecruzan formando un efecto de trenzado y este a su vez se abre para simular la forma de una flor.</p> <p><b>Características:</b><br/>Elaborado en Bronce<br/>Entrada en 2"</p>  |
|   | <p><b>Boquilla Chorro Cristalino:</b> Se encuentra ubicado en la salida de la tubería, está fabricados principalmente en latón y otras aleaciones. Estas son provistas de un corta chorros interior que hacen que la calidad del chorro sea óptima, posee una rótula de giro suave con la que se consigue una inclinación máxima de 20°, pudiendo hacer chorros parabólicos sin necesidad de piezas adicionales.</p> <p><b>Características:</b><br/>Elaborado en Bronce<br/>Entrada en 1"<br/>Guía supresora en ABS<br/>Cabeza Rotulada.</p> |
|  | <p><b>Boquilla Tipo Borbollón:</b><br/>Se encuentra ubicada en el acceso, la característica de esta boquilla es brindar movimiento sobrio y un sonido tranquilo.</p> <p><b>Características:</b><br/>Elaborado en Acero Inoxidable 316<br/>Entrada en 1 1/2"<br/>Con respirador tipo venturi.</p>   |

## EQUIPOS DE POTENCIA

| IMAGEN  | DESCRIPCIÓN   |
|---|---|
|  | <p><b>Motobomba Inteligente Principal Marca PENTAIR:</b></p> <p>Su función principal es sustraer el agua que se encuentra alojada en el tanque de equilibrio y en la piscina por medio de la rejilla de fondo y transportarla al interior del filtro, para que esta sea filtrada y me retorne nuevamente a la piscina,<br/>posee un caudal máximo de 220 gal * min.</p> <p><b>Características:</b><br/>                 Bomba inteligente de 2hp, 3 hp, 4hp<br/>                 Controla por variador de velocidad de 5 a 60 Hz<br/>                 Con dos universales.<br/>                 220v a dos Fases.<br/>                 Con Variador de Velocidad.</p> |

## ILUMINACIÓN

| IMAGEN  | DESCRIPCIÓN   |
|---|---|
|  | <p><b>Reflectores Tipo LED:</b></p> <p>Una de las ventajas de los reflectores que nuestra compañía maneja es que su mantenimiento es casi nulo, por otro lado estos reflectores LED ofrecen muchas ventajas como la durabilidad, la reproducción cromática, resistencia a los encendidos y apagados continuos, consecución de cualquier color mediante mezcla RGB, así como su bajo consumo de energía.</p> <p><b>Características:</b><br/>                 Reflector a 1500 Wats de luz.<br/>                 Marca: Safe-Rain</p> |

## SISTEMA DE FILTRACIÓN

| IMAGEN  | DESCRIPCIÓN  |
|---|--|
|    | <p><b>Filtro de Arena</b><br/>                     Este equipo está compuesto por grava fina y arena de tamaño seleccionado, con cargas bajas o medianas de contaminantes que requieran una retención de partículas de hasta 20 micras de tamaño, su función principal es retener las partículas en suspensión que lleva el agua durante su paso a través del lecho filtrante, una vez que el filtro se haya cargado de impurezas se hace una filtración para desechar dichos excesos.</p> <p><b>Características:</b><br/>                     EMAUX® Fiber Glass de 24” modelo FSF 650-6W</p> |
|  | <p><b>Motobomba</b> Recoge el agua desde el contenedor de agua por la rejilla de succión y la envía por los puntos de inyección de la fuente. Su función principal es la de tener la capacidad de filtrar el agua a través de la arena, y a su vez poder levantar una determinada columna de agua dependiendo del lugar a donde se quiera llevar.</p> <p><b>Características:</b><br/>                     MODELO SC150 Marca EMAUX® A 1.5 HP a 110V</p>  |
|  | <p><b>Trampa de cabellos marca Emaux:</b> Se encuentran ubicadas antes de la bomba de filtración marca EMAUX®, estos dispositivos son esenciales, ya que atraparán partículas de tamaño significativo que ingresan en el sistema a la hora de proceder con la succión o con la aspiración del agua.</p> <p><b>Características:</b><br/>                     Viene Incluida en la bomba MODELO SC150 Marca EMAUX® A 1.5 HP a 110V</p>   |

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|---|---|
|    | <p><b>Manómetro:</b><br/>Su funcionamiento principal es dar una lectura de presión, se encuentra instalado en el filtro con el fin de poder controlar el mantenimiento y el lavado del filtro, así como la presión en el sistema.</p> <p><b>Características:</b> Oscilante entre 20 PSI a 40 PSI.</p>   |
|   | <p><b>Válvula Multiport:</b> Válvula multipropósitos la cual cuenta con una entrada y 6 salidas mediante distintas posiciones de su vástago, esto con el fin de direccionar el agua para que realice diferentes recorridos por el circuito, se encuentra ubicada en la parte superior del filtro.</p> <p><b>Características:</b><br/>Viene en con el equipo de filtración EMAUX® Fiber Glass de 24” modelo FSF 650-6W</p> |
|  | <p><b>Clorinador:</b> Este equipo está ubicado después del sistema de la inyección de filtro. Su función principal es higienizar el cuerpo de agua con tabletas de lenta disolución de cloro</p> <p><b>Características:</b><br/>Mediano para pastillas de cloro.</p>  |

### ATTACHMENT #5-SAFETY REQUIREMENTS FOR CONTRACTORS

The purpose of this document is to ensure compliance with current safety regulations as well as the health and integrity of personnel avoiding any damage or injury. The contractor will accept all legal dispositions currently in force concerning safety for staff and workers, as well as for the public who directly or indirectly may be affected by the work. ***The contractor will follow the more restrictive standard*** between the Safety and Health Requirements Manual established by the US Army Corps of Engineers

([http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)) or the Colombian laws on industrial safety as established by the Ministry of Labour as follows:

### **General Safety Requirements**

- The contractor is required to provide the proof of payment of local insurances (EPS, ARL) of all the employees that will be involved in the task. Likewise, the contractor is required to provide monthly payment documents of local insurance for the length of work.
- Contractor personnel must carry the ARL and EPS badge during the time spent in the premises of the Embassy and while performing the contract work.
- The contractor will conduct a safety briefing before starting daily work.
- It is forbidden the entrance of contractor personnel who have signs of drunkenness or who are under the influence of stimulants or hallucinogens.
- The contractor must accept the safety standards set by the US Embassy.
- The contractor must place provisional barricades and warning signs in order to keep people away from hazards and avoid accidents to third parties.
- The contractor will not use chains, rings, watches and/or bracelets during the execution of works.
- The contractor will not consume food during the execution of works. It should be done in areas designated for this purpose.
- The contractor should not smoke during the execution of works. The contractor should do so only in areas designated for smokers and in areas where it does not constitute a danger for personnel and/or facilities.

### **Personal Protective Equipment (PPE) Requirements**

- Contractor personnel must use personal protective equipment (PPE) required and in accordance with the contracted work.
- The contractor is required to inspect and maintain spare PPE in case of damage, deterioration or loss of the equipment.
- The PPE used must meet the technical specifications required by Colombian regulation and international standards.
- Sharp cutting tools must be carried in Tools Carrying Case; under no circumstances they can be carried in uniform's pockets.
- In those tasks where is required PPE certified, the contractor must provide the current certification.

- The contractor must provide records of PPE received for all the employees involved in the task.

### **Safety inspections requirements:**

- All tools, equipment and/or machinery that will be used in the execution of the contracted work must be inspected by a certifying agency. The contractor must provide records of the inspections before starting works and monthly.
- Safety representatives of the US Embassy may inspect equipment, tools and/or machinery of the contractor at any time and may request to change it if deemed.

### **Emergency Response Requirements**

- In case of an emergency within the US Embassy facilities and/or during the execution of the contracted work, contractor personnel must follow the instructions given by the Embassy representative (escort) who is supervising the works, the brigade or security personnel.
- The contractor must not obstruct emergency response equipment such as first aid kits, fire extinguishers, fire cabinets, defibrillators, spill kits, stretchers or safety signs.

### **Ergonomics Requirements**

- The contractor personnel must meet standards related to cargo handling given by Colombian law. Men: lifting weights not exceeding 25 kg. For women: lifting weights not exceeding 12.5 kg.
- For handling heavier loads than those stipulated in the previous item, the contractor shall provide mechanical assistance to its workers.

### **High Risk Work Requirements**

- The contractor shall submit certificates of training for each person who will run the task. These certificates must be submitted before starting the execution of works.
- The contractor shall prepare a work permit specifically for the task and must be provided to the Embassy before the initiation of work.
- The contractor must present a certificate of medical aptitude for each person who will perform the work.
- The contractor must send a risk assessment of the task in a minimum period of eight working days before commencement of work. A safety representative of the US Embassy will review the document and make any comment it deems.
- During the execution of high-risk activities the contractor must always count on the presence of a second person/attendant (safety representative, brigade, certified employee) that may give first aid or notice in case of emergency.

## **Fall Protection Requirements**

All work performed more than 1.50 meters is considered work at heights, therefore the contractor must strictly comply with Resolution 1409 de 2012:

- All equipment to work at heights must meet at least the ANSI Z359.1 standards or European counterparts.
- All contractor personnel using equipment for work at heights must follow the instructions and warnings that bring such equipment.
- Contractor personnel will not use as an anchor point for work, ladders, piping or pipe supports.
- If an anchor point does not offer the recommended resistance for fall protection (5000 lbs), the contractor must provide protective equipment for heights with dampers that may decrease the impact force.
- Scissor scaffolds are prohibited. Only use multi directional/modular scaffolding properly certified.
- Use dielectric ladders to work with electricity and areas with electrical influence.
- It is forbidden to stand on the three top rungs of the ladders.
- If the contracted work requires work on scaffolds, the contractor must follow the guidelines established in the NTP 530, 531, 532, 695 and 696 standards or OSHA 1910 Subpart F.
- All personnel performing work at height must use at least the following personal protection equipment: helmet (dielectric if needed), with chin strap and three support points, safety glasses that protect eyes from impacts, with UV protection and glare; hearing protection if necessary, gloves with high resistance to abrasion, slip reinforced toe boots, work clothes according to weather conditions and risk factors and a full body harness.
- The contractor must submit to the US Embassy in a minimum period of eight working days before commencement of work, the training certificates of all workers who will perform the job. The certificate must comply with the provisions of Resolution 3673 de 2008. A re-training should be provided to employees at least once a year as required by the legislation.

## **Requirements for Chemical Substance Management**

- If the contracted task requires the use of chemicals, the contractor must comply with the specifications required by law for storage, handling and transportation.

- If the contracted task requires the use of chemicals, the contractor shall provide to the US Embassy a copy of the Safety Data Sheet (SDS) of each of the products.
- The contractor is responsible for verifying the correct handling of each product such as storage, labeling, required PPE, disposal of waste in compliance with safety and environment regulations.

### **Requirements for Lifting loads, use of cranes or elevating work platforms**

- The contractor must submit to the US Embassy the certificates of the equipment (by an entity certified by the ONAC) of the equipment used for the work (including forklift, cranes and elevating platforms) and required documents of the vehicles (SOAT, ownership card, mechanical inspections).
- The contractor shall send to the US Embassy all the certificates (issued by an entity certified by the ONAC) of all the slings, chains, shackles or other elements used for lifting loads.
- The contractor shall send to the US Embassy the training certificates of all the personnel that will perform the task.
- The contractor shall send to the US Embassy the Maintenance Program of the equipment and machinery that will be used.
- The contractor shall send to the US Embassy the loading and unloading procedure.
- The contractor must send to the US Embassy the Risk Assessment of the task that will be performed.
- The contractor must make a plan to ensure the lifting capacity of the crane or arm relative to its load.

### **Road Safety Requirements**

- The vehicle must have the basic elements of emergency response. NTC 4532.
- Vans and trucks must have vehicle back-up alarms and back-up sensors.
- The contractor must submit to the US Embassy the required documents of the vehicles (SOAT, ownership card, driver license, mechanical inspections).

### **Requirements for Confined Spaces**

For any work to be performed in confined spaces, contractor must consult with the Safety Office to identify and comply with all the mandatory requirements established by SHEM.

### **SPANISH VERSION:**

### **NORMAS GENERALES DE SEGURIDAD INDUSTRIAL Y SALUD OCUPACIONAL PARA CONTRATISTAS**

El propósito del presente documento es asegurar el cumplimiento de la normatividad vigente así como la salud e integridad de las personas evitando cualquier tipo de daño o lesión.

El contratista deberá aceptar todas las disposiciones legales vigentes en materia de seguridad para el personal, así como para el público que directa o indirectamente pueden verse afectados por la obra. El contratista dará cumplimiento a la norma más restrictiva entre el Manual de Requisitos de seguridad y de salud establecidos por el Cuerpo de Ingenieros del Ejército de los EE.UU

([http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)) o las leyes colombianas en materia de seguridad industrial, según lo establecido por el Ministerio de Trabajo de la siguiente manera:

### **Requisitos Generales:**

- El contratista está obligado a presentar las planillas de pago al Sistema General de Seguridad Social del personal que tenga trabajando en las instalaciones de la Embajada. Así mismo, el contratista está obligado a enviar mensualmente las planillas vigentes durante el tiempo que dure la labor para la cual fueron contratados.
- El personal contratista debe portar el carne de la ARL y EPS durante el tiempo que permanezca en las instalaciones de la Embajada realizando la labor contratada.
- La empresa contratista realizará una charla de seguridad diaria antes de iniciar la labor.
- Está prohibido el ingreso de personal contratista que presente signos de embriaguez o que se encuentre bajo efectos de sustancias estimulantes o alucinógenas.
- La empresa contratista deberá acoger las normas de seguridad establecidas por la Embajada.
- La empresa contratista deberá realizar cerramiento provisional en las áreas de influencia del trabajo a realizar, con el fin de evitar accidentes a terceros.
- La empresa contratista deberá señalizar el área de trabajo prohibiendo el ingreso de personal ajeno a la labor.
- La empresa contratista no permitirá a su personal el uso de cadenas, anillos, relojes y/o pulseras durante la ejecución de los trabajos.
- La empresa contratista no permitirá a su personal el consumo de alimentos durante la ejecución de los trabajos. Debe hacerse en áreas destinadas para este fin.
- La empresa contratista no permitirá a su personal fumar durante la ejecución de los trabajos. Para fumar deben hacerlo sólo en las zonas asignadas para los fumadores y en áreas en donde no se constituya en un peligro para el personal y/o las instalaciones.

### **Requisitos de Elementos de Protección Personal:**

- El personal contratista deberá usar los Elementos de Protección Personal (EPP) requeridos y específicos para las labores contratadas.
- La empresa contratista está obligada a inspeccionar y a mantener el inventario suficiente para el reemplazo de EPP en caso de daño, deterioro o pérdida.

- Los EPPs usados por el personal contratista deben cumplir con las especificaciones técnicas exigidas por la legislación colombiana y las normas internacionales que los regulen.
- El personal contratista que para el desarrollo de la labor deba utilizar herramientas y objetos corto-punzantes deben ser portados en canguros multi-herramientas; bajo ninguna circunstancia pueden ser portados en bolsillos del uniforme.
- En aquellas actividades en las que se requiera EPP certificado, éste debe contar con la certificación vigente.
- La empresa contratista deberá enviar a la Embajada registros firmados por los trabajadores de la entrega de EPP.

#### **Requisitos Inspecciones de Seguridad:**

- Todas las herramientas, equipos y/o maquinaria que van a ser utilizados en la ejecución de la tarea contratada deben ser inspeccionados por un representante de Salud Ocupacional de la empresa contratante y/o por un ente certificador, según corresponda. Se deben entregar los registros de dichas inspecciones a la Embajada y se deben enviar mensualmente.
- El personal de Salud Ocupacional de la Embajada podrá inspeccionar los equipos, herramientas y/o maquinaria de la empresa contratista en el momento que lo considere necesario y podrá solicitar su cambio si así lo considera.

#### **Requisitos Respuesta ante Emergencia:**

- En caso de que se presente una emergencia en las instalaciones de la Embajada durante la ejecución de la labor contratada, el personal contratista deberá acatar las órdenes dadas por el representante/escolta de la Embajada que se encuentre supervisando el trabajo, por los brigadista y/o el personal de seguridad. Seguir instrucciones dadas por RSO.
- La empresa contratista no podrá obstruir equipos de respuesta ante emergencia tales como botiquines, extintores, gabinetes contra incendio, desfibriladores, camillas, entre otros. Ni la señalización de los mismos.

#### **Requisitos de Ergonomía:**

- El personal contratista deberá cumplir con las normas relacionadas con la manipulación de cargas dadas por la legislación colombiana. Para hombres: levantamiento de pesos no mayores de 25 kg. Para mujeres: levantamiento de pesos no mayores de 12.5 kg.
- Para la manipulación de pesos mayores a los estipulados en el ítem anterior, la empresa contratista deberá proveer ayudas mecánicas a sus trabajadores.

#### **Requisitos Tareas de Alto Riesgo:**

- Si el trabajo a realizar se enmarca dentro de tareas de alto riesgo, la empresa contratista deberá presentar los certificados de entrenamiento de cada persona que ejecutará la tarea. Estos certificados deben ser enviados antes de iniciar la ejecución de la labor.
- Si el trabajo a realizar se enmarca dentro de tareas de alto riesgo, la empresa contratista deberá elaborar un permiso de trabajo específicamente para dicha tarea y debe ser proporcionado a la Embajada antes de la iniciación de la labor.
- Si el trabajo a realizar se enmarca dentro de tareas de alto riesgo, la empresa contratista deberá presentar el certificado de aptitud médica de cada una de las personas a realizar la labor.
- Si el trabajo a realizar se enmarca dentro de tareas de alto riesgo, la empresa contratista deberá enviar el Análisis de Riesgo de la tarea en un plazo mínimo de ocho días hábiles antes de la iniciación del trabajo. El representante de Salud Ocupacional de la Embajada revisará el documento y hará las observaciones que considere pertinentes.
- Durante la ejecución de actividades de alto riesgo siempre se debe contar con la presencia de un vigía que pueda dar aviso en caso de emergencia.

### **Requisitos Trabajo en Alturas:**

Todo trabajo que se realice a más de 1.50 mts se considera trabajo en alturas, por lo tanto el contratista deberá dar estricto cumplimiento a la Resolución 3673 de 2008; de la cual se destacan los siguientes aspectos:

- Todo equipo de trabajo en alturas debe cumplir, como mínimo, la norma ANSI Z359.1 ó estándares europeos homólogos.
- Todo personal contratista que utilice equipos para trabajos en alturas deberá acatar las instrucciones y advertencias que traen dichos equipos.
- El personal contratista no utilizará como punto de anclaje para trabajo en alturas escaleras, tubería, soportes de tubería o andamios.
- Si un punto de anclaje no ofrece la resistencia recomendada para protección contra caídas (5000 lbs), la empresa contratista deberá suministrar equipos de protección para alturas con amortiguadores que permitan disminuir la fuerza del impacto.
- Están prohibidos los andamios de tijera, sólo se deben utilizar andamios modulares debidamente certificados.
- Utilice escaleras dieléctricas para trabajos con electricidad y áreas con influencia eléctrica.
- Está prohibido pararse en los dos peldaños más altos de una escalera.

- Si la labor contratada requiere trabajo en andamios, el contratista deberá aplicar los lineamientos establecidos en las normas NTP 530, 531, 532, 695 y 696 ó OSHA 1910 subparte F.
- Todo el personal que realice trabajos en alturas deberá utilizar como mínimo las siguientes elementos de protección personal: casco con resistencia y absorción anti-impactos, según la necesidad podrán ser dieléctrico, con barbuquejo y tres puntos de apoyo, gafas de seguridad que protejan a los ojos de impacto, con protección para rayos UV y deslumbramientos; protección auditiva si es necesaria, guantes antideslizantes, flexibles de alta resistencia a la abrasión, botas antideslizantes con punteras reforzada, ropa de trabajo de acuerdo a las condiciones climáticas y de los factores de riesgo y un arnés integral o de cuerpo completo.
- La empresa contratista debe enviar a la Embajada 8 días hábiles los certificados de capacitación y el entrenamiento de todos los trabajadores que realizarán trabajos en alturas. El certificado debe cumplir con lo establecido en la resolución 3673 de 2008 y uno de reentrenamiento, por lo menos una vez al año como lo establece la legislación.

#### **Requisitos para el Manejo de Sustancia Químicas:**

- Si la tarea contratada requiere el uso de sustancias químicas, el contratista deberá cumplir con las especificaciones que la ley exige para su almacenamiento, manipulación y transporte.
- Si la tarea contratada requiere el uso de sustancias químicas, el contratista deberá entregar una copia de la hoja de seguridad (SDS) de cada uno de los productos a utilizar. No se aceptan fichas técnicas de productos.
- La empresa contratista es responsable de verificar el manejo correcto de cada producto tales como: almacenamiento, rotulación, EPP requerido, disposición final de los residuos generados dando cumplimiento con la normatividad, cuidado del medio ambiente.

#### **Requisitos para Izaje de cargas, uso de grúas o brazos articulados:**

- La empresa contratista deberá enviar a la Embajada los certificados (por un ente avalado por la ONAC) de la maquinaria empleada para la prestación del servicio (Incluye montacargas y camiones grúa) y los documentos legales de estos vehículos (SOAT, tarjeta de propiedad, revisión técnico mecánica si aplica).
- La empresa contratista deberá enviar a la Embajada los certificados de (por un ente avalado por la ONAC) aval de las eslingas, guayas, cadenas, grilletes u otros elementos empleados para el izaje de cargas.
- La empresa contratista deberá enviar a la Embajada los certificaciones y/o avales de los controladores de maniobra.

- La empresa contratista deberá enviar a la Embajada las certificaciones y/o avales de los operadores de la maquinaria.
- La empresa contratista deberá enviar a la Embajada las certificaciones y/o avales del aparejador o señalero de las cargas.
- La empresa contratista deberá enviar a la Embajada el programa de mantenimiento e inspecciones que se tengan de los equipos y la maquinaria.
- La empresa contratista deberá enviar a la Embajada registros de capacitación y entrega de EPP al personal que realiza la labor.
- La empresa contratista deberá enviar el certificado de aptitud médica del personal que realizará la tarea.
- La empresa contratista deberá enviar a la Embajada el procedimiento del cargue y descargue.
- La empresa contratista deberá enviar a la Embajada el análisis de riesgo o matriz de riesgos por cargos de la operación a realizar.
- La empresa contratista deberá realizar un plan de izaje para garantizar la capacidad de la grúa o brazo con relación a su carga.

**Requisitos Seguridad Vial:**

- El vehículo debe contar con los elementos básicos de atención de emergencias. NTC 4532.
- Las camionetas y vehículos pesados deben contar con pito y sensor de reversa.
- La empresa contratista deberá enviar a la Embajada los documentos legales de los vehículos (SOAT, tarjeta de propiedad, licencia de conducción, revisión técnico mecánica si aplica).

**Requisitos para trabajos en espacios confinados**

Para cualquier trabajo que se deba realizar en un espacio confinado, debe consultar con la Oficina de Seguridad para identificar y cumplir con todos los requisitos obligatorios establecidos por SHEM.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ and  
\_\_\_\_\_

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 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  |   |

K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is

- **236118-Construction of Buildings/Residential Remodeling**
- **236220-Construction of Buildings/Commercial and Institutional Building (i.e. warehouse construction)**
- **237110-Heavy and Civil Engineering Construction/Water and Sewer Line and Related Structures Construction**

- *237310-Heavy and Civil Engineering Construction/Highway, Street and Bridge Construction*
- *237990-Heavy and Civil Engineering Construction/Construction Management/outdoor recreation facility (except for dredging and surface clean-up activities\*)*

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

(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 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, 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.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 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 \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) 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 certifications are applicable as indicated by the Contracting Officer:  
[Contracting Officer check as appropriate.]
- (i) 52.204-17, Ownership or Control of Offeror.

- \_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
  - \_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
  - \_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
  - \_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  - \_\_ (vi) 52.227-6, Royalty Information.
    - \_\_ (A) Basic.
    - \_\_ (B) Alternate I.
  - \_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause

| #     | Title | Date  | Change |
|-------|-------|-------|--------|
| _____ | _____ | _____ | _____  |
| _____ | _____ | _____ | _____  |

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

**K.5 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)**

(a) *Definition*. “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) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

(c) *Representation*. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS  
(APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are *o* are not *o* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have *o* have not *o*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are *o* are not *o* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have *o*, have not *o*, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

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

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

- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

K.8 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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

(End of provision)

K.9 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 No.: \_\_\_\_\_

K.10 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

“Foreign person” means any person other than a United States person as defined below.

“United States person” means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

K.11 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

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

(b) The Contracting Officer has determined that for performance in the country of Colombia.

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

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

(d) RESERVED

(End of provision)

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not

necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES  
TO OFFERORS OR QUOTERS

L.1 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>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of the Department of State Acquisition website at <http://www.statebuy.state.gov/> or 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 provision(s) is/are incorporated by reference (48 CFR CH. 1):

| <u>PROVISIONS</u> | <u>TITLE AND DATE</u>                                       |
|-------------------|---|
| 52.204-7          | SYSTEM FOR AWARD MANAGEMENT (JULY 2013)                     |
| 52.204-16         | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)  |
| 52.209-7          | RESERVED  |
| 52.214-34         | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)     |
| 52.215-1          | INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004) |
| 52.236-28         | PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)          |

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the *U.S. Embassy – Bogota, Attn: Contracting Officer, at Carrera 45 #24B-27 Bogotá D.C., Colombia.*

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.3 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror 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 for company and Project manager;
- (4) List of clients over the past **Five (5)** 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 **Colombia** 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.

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

(6) 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.

(7) The offeror's strategic plan for ***Construction and Remodeling*** 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.

(8) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;

(9) Have no adverse criminal record; and

(10) Have no political or business affiliation which could be considered contrary to the interests of the United States.

#### L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

(1) Obtaining a complete set of contract drawings and specifications;

(2) Thoroughly reviewing such documents and understanding their requirements;

(3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and

(4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.5 SUBMISSION OF OFFERS

L.5.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes:

| Volume | Title   | No. of Copies* |
|--------|---|----------------|
| I      | Executed Standard Form 1442, <i>Solicitation, Offer and Award (Construction, Alteration, or Repair)</i> , and completed Section K   | 1              |
| II     | Price Proposal and Completed Section B. The price proposal shall include a completed Section J, Attachment 1, "Breakdown of Proposal Price by Divisions of Specifications". | 1              |
| III    | Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.   | 1              |

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or if hand-delivered, the address set forth below (if this is left blank, the address is the same as that in Block 7 of SF-1442):

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

L.5.2 DETAILED INSTRUCTIONS

L.5.2.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF-1442 and all of Section K.

L.5.2.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 1, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. Complete all applicable portions of this form in each relevant category (such as., labor, materials, etc.).

L.5.2.3 Volume III: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion 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; and
- (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.

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;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;
- (10) Percent turnover of contract key technical personnel per year; and
- (11) Any terminations (partial or complete) and the reason (convenience or default)
- (12) Identify any accidents or safety concerns that occurred and resolution.

L.6 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this

solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **August 18, 2015 at 1000 hours, local time.**

(c) Participants will meet at **the U.S. Embassy – Bogota D.C., located at Carrera 45 #24B-27.**

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)  
(DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested, and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

Interested parties are invited to contact the contracting activity ombudsman, **Management Counselor**, at **telephone number 571-275-2502 and fax number 571-275-2152**. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman.

Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510.

(End of provision)

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: **Between \$100,000 and \$250,000**

L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past **three (3) years**;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION OF PROPOSALS

M.1.1 GENERAL. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

#### M.1.2 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

(a) INITIAL EVALUATION. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.

(b) TECHNICAL EVALUATION. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.5.2.3(b).
- The qualifications and experience of the offeror's proposed project superintendent and subcontractors.
- Experience and Past Performance (L.5.2.3.(b)). The Government may contact references to verify the quality of the past performance.
- The performance schedule (bar chart) (Section L.5.2.3.).
- Responses to all other technical requirements contained in the solicitation.

(c) The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;

- 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
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

#### M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

#### M.2 AWARD WITHOUT DISCUSSIONS

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

#### M.3 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000): RESERVED

#### M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.