

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. SCO20016Q0014	2. TYPE OF SOLICITATION _ SEALED BID (IFB) x NEGOTIATED (RFP)	3. DATE ISSUED 08/12/2015	Page 1 of 3
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR5599504	6. PROJECT NO.
7. ISSUED BY AMERICAN EMBASSY BOGOTA CARRERA 45 NO. 24B-27, ATTN: GSO BOGOTA COLOMBIA	CODE CO200	8. ADDRESS OFFER TO AMERICAN EMBASSY BOGOTA CARRERA 45 NO. 24B-27, ATTN: GSO/SECCION DE COMPRAS BOGOTA COLOMBIA
9. FOR INFORMATION CALL: →	A. NAME Nancy Brant – Sonia Rivera	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 571-275-3806 / 571-275-2077

**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):

COMPLETE CONSTRUCTION AND ENGINEERING SERVICE, CONTRACT COORDINATION AND SUPERVISION, AND DELIVERY OF PARTS AND SYSTEMS TO REPAIR SOCCER FIELD AND PLAYGROUND AREA.

**Attachments**

- Attachment 1: Breakdown of Price by Divisions of Specifications
- Attachment 2: Drawings
- Attachment 3: Specifications
- Attachment 4: Safety Requirements for Contractors

11. The Contractor shall begin performance within 5 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? (If "YES," indicate within how many calendar days after award in Item 12B.) x YES                      _ NO	12B. CALENDAR DAYS  5
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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 16:00 (hour) local time 09/13/2016 (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 (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO _ 10 U.S.C. 2304(c)( ) _ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY Same as block #7	CODE	27. PAYMENT WILL BE MADE BY U.S. Embassy – Bogota Finance Management Center - FMC 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)  James M. Fairman	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA, BY .	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. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	COMPLETE CONSTRUCTION AND ENGINEERING SERVICE, CONTRACT COORDINATION AND SUPERVISION, AND DELIVERY OF PARTS AND SYSTEMS TO REPAIR SOCCER FIELD AND PLAYGROUND AREA.  Funding Information: Total: \$0.00 ----- \$0.00	1.00	LS	\$0.00	\$0.00
2	ADMINISTRATION & UNFORSEEN  Funding Information: Total: \$0.00	1.00	LS	\$0.00	\$0.00
3	PROFIT Funding Information: Total: \$0.00	1.00	LS	\$0.00	\$0.00
4	VAT Funding Information: Total: \$0.00	1.00	LS	\$0.00	\$0.00

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REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

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

Total Price (including all labor, materials, overhead and profit)	COLP\$
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A.1 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. SCOPE OF WORK

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

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

C. PACKAGING AND MARKING. RESERVED

D. INSPECTION AND ACCEPTANCE

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

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

D.1 SUBSTANTIAL COMPLETION

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

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

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

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

## D.2 FINAL COMPLETION AND ACCEPTANCE

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

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

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

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

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and

- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to:

- (a) commence work under this contract within **the five (5) calendar days** after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,

complete the entire work ready for use not later than **Ninety (90) calendar days after issuance of the Notice to proceed (NTP)**

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

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **COP\$700,000.00** for each calendar day of delay until the work is completed or accepted.

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

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as **five (5) calendar days** calendar days after receipt of an executed contract".

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

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

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

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

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

#### NOTICE OF DELAY

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

#### NOTICE TO PROCEED

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

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

#### WORKING HOURS

All work shall be performed during **Monday to Friday during regular hours from 0700 to 1700 hours, local time**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

#### PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at **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, Preconstruction Conference.

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

F. ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is **the Facility Management Senior Engineer.**

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

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

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

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

<i>U.S. Embassy – Bogota</i>
<i>Financial Management Center - FMC</i>
<i>Carrera 45 No. 24B-27</i>
<i>Bogota D.C., Colombia</i>

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment, *if applicable*.

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price

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

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

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

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

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

<b>(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS</b>	
Per Occurrence	<b><i>USD\$60,000.00</i></b>
Cumulative	<b><i>USD\$120,000.00</i></b>
<b>(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS</b>	
Per Occurrence	<b><i>USD\$60,000.00</i></b>
Cumulative	<b><i>USD\$120,000.00</i></b>

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

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

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

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

### G.3.0 DOCUMENT DESCRIPTIONS

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

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

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

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

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

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

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

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

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

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

deemed by the Contracting Officer to be contrary to the Government's interests.

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

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take **sixty (60) days to perform**. For each individual the list shall include:

Full Name  
Place and Date of Birth  
Current Address  
Identification number  
Gender  
Marital Status  
Phone number  
Occupation  
Employment  
Naturalization  
Current and past citizenship  
Passport Number

As long as one (1) scanned copy of the CEDULA, 1 scanned copy of CERTIFICADO DE ANTECEDENTES JUDICIALES (can be obtained for free by the applicant at [www.policia.gov.co](http://www.policia.gov.co)).

For Company Representatives Name Checks please attach one (1) scanned copy of the Chamber of Commerce.

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

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

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

## G.7.0 SPECIAL WARRANTIES

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

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

## G.8.0 EQUITABLE ADJUSTMENTS

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

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

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

## G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

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

## H. CLAUSES

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

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to

access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 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)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2014)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAR 2008)
- 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)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*

- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-4 CHANGES (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2014)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEPT 1996)*
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

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

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

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

(End of clause)

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

#### 652.236-70 ACCIDENT PREVENTION (APR 2004)

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

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

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

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

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

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

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

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

(End of clause)

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

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

(End of clause)

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

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

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Breakdown of Price by Divisions of Specifications	2
Attachment 2	Drawings	3
Attachment 3	Specifications	9
Attachment 4	Safety requirements for Contractors	11

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

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

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

B. SUBMISSION OF QUOTATIONS

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

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed Attachment 1, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	2

II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	2
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Submit the complete quotation to the address indicated. If mailed, on Standard Form 1442, or if hand-delivered, use the address set forth below:

<b>US Embassy Bogota</b>
<b>General Services Office</b>
<b>Attn: Nancy Brant</b>
<b>Carrera 45 #24 B-27</b>
<b>Bogota, Colombia</b>

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

Volume II: Performance schedule and Business Management/Technical Proposal.

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

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

Proposed Work Information - Provide the following:

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

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

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;

- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

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

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

(b) A site visit has been scheduled for *September 6, 2016 at 8:30 hours, local time.*

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

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be **Between \$25,000 and 100,000.**

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

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

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

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

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

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)

52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

K. EVALUATION CRITERIA

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

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

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

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 - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS OR QUOTERS

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

(a) Definitions.

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

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

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

(c) otherwise due under the contract.

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

(e) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

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

(e) Type of Organization.

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

- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(f) Common Parent.

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

(End of provision)

**L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2014)**

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

- 236118 - Construction Management, residential remodeling**
- 236220 - Construction Management, commercial and institutional building or Warehouse construction**
- 237110 - Construction Management, water and sewage line and related structures**
- 237310 - Construction Management, highway road, street or bridge**
- 237990 - Construction Management, outdoor recreation facility**

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

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 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
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_____	_____	_____	_____
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

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

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

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

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

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

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

(End of provision)

L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

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

Name:
Telephone Number:
Address:

**[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]**

L.5 652.228-70 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:

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

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

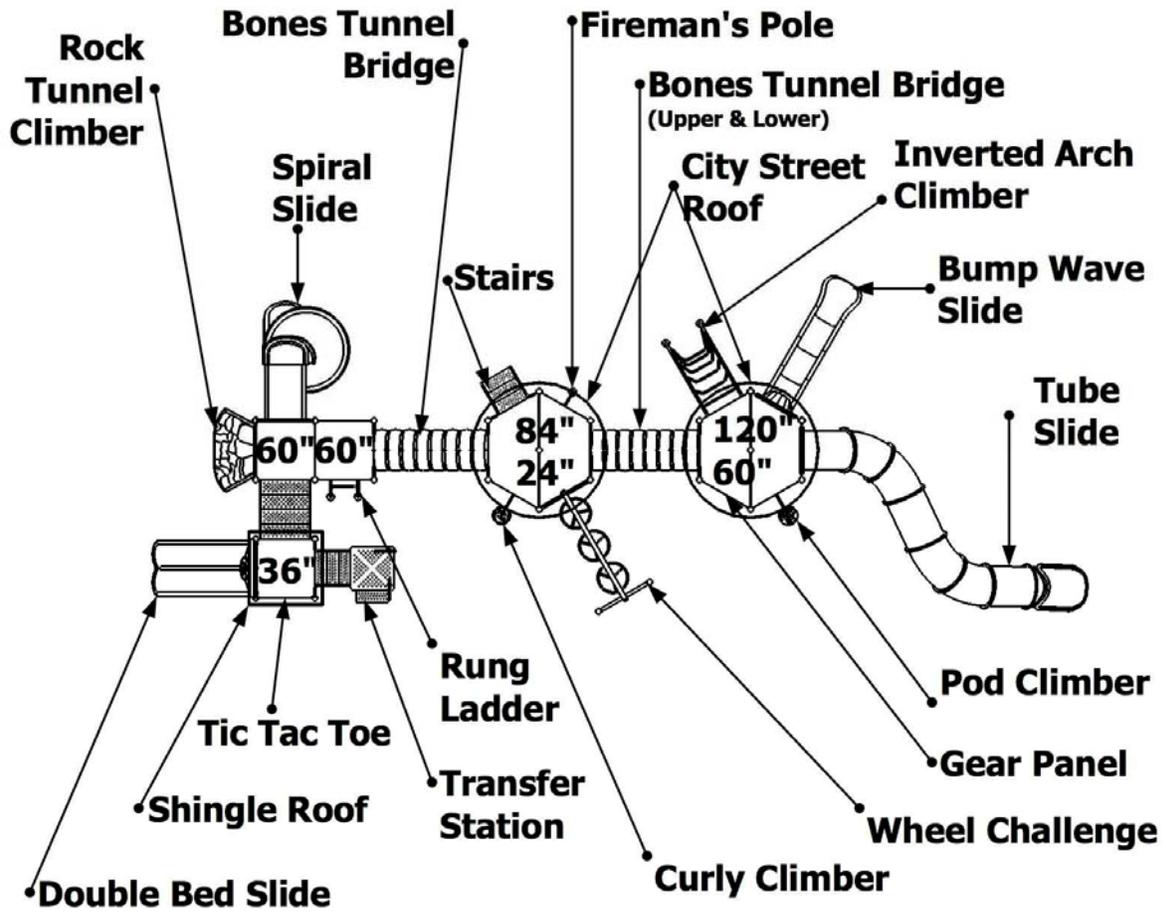
**ATTACHMENT #1. Breakdown of price by Divisions of Specifications**

ITEM	DESCRIPTION	UNIT	QTY.	UN. COST	TOTAL
<b>A</b>	<b>PLAYGROUND</b>				
<b>1</b>	<b>PRELIMINARIES</b>				
1.1	Safety PPE	LS	1.00		
1.2	Shop Drawings and structural design	LS	1.00		
1.3	Dismount existing playground system	LS	1.00		
1.4	Dismount and relocate two existing parallel bars	LS	1.00		
1.5	Dismount and relocate an existing swing set - include 8 new foundation blocks	LS	1.00		
1.6	Dismount and relocate 16 wood poles of existing chin-up station to install in an 4x4 mts sand area - include 16 new concrete foundation blocks	LS	1.00		
1.7	Block and relocate ten (10) existing trees	ea	10.00		
	<b>Subtotal PRELIMINARIES</b>				
<b>2</b>	<b>EXCAVATION AND FILLINGS</b>				
2.1	Land clearance	M2	450.00		
2.2	Excavation (t=30 cm)	M3	135.00		
2.3	Filling with selected material B-200 (t=20 cm)	M3	90.00		
	<b>Subtotal Excavation and filling</b>				
<b>3</b>	<b>CONCRETE</b>				
3.1	Sidewalk 0.13 thk. Reinf w/ metal mesh 6 mm finished wash gravel #3 - 0.02 thk.	M2	112.00		
3.2	Slab 8 mm for playground Reinf w/ metal mesh 4 mm	M2	296.00		
3.3	Benche & Planter (5.15 ID. X 0.8 h x 0.10 thk), finished black granite #1.	M3	10.00		
	<b>Subtotal Concrete</b>				
<b>4</b>	<b>Drainage system</b>				
4.1	PVC Piping system for drainage	LS	1.00		
4.2	Masonry box repair	LS	1.00		
	<b>Subtotal Drainage</b>				
<b>5</b>	<b>ELECTRICAL &amp; COMMUNICATION INSTALLATIONS</b>				
5.1	Electrical and communication installations (lighting)	LS	1.00		
5.2	Juntion box	ea	1.00		
	<b>Subtotal electrical and communication installations</b>				
<b>6</b>	<b>EXTERIOR</b>				
6.1	Precast curbs (0.08 x 0.15)	LM	196.00		
6.2	Installation of new playground equipment	LS	1.00		
	<b>Subtotal Exterior</b>				
<b>7</b>	<b>LANDSCAPING</b>				
7.1	Flower Plants	M2	83.00		









## **ATTACHMENT #3 – SPECIFICATIONS**

### **1.1 PROJECT DATA**

- A. Project Title:  
**SOCCER FIELD AND PLAYGROUND AREA REPAIR**
- B. Project Location:  
The site is located at the American Embassy Bogotá, Colombia.  
Address: Carrera. 45 No. 24B - 27.

### **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:

**Engineering design and construction work of approximately 408 M2 of concrete slab, installation of new playground equipment and the civil works necessary for the installation a 680 M2 of synthetic turf for a soccer field.**

- 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 in 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. The 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. The Contractor shall coordinate with the COR the designs, schedules, specifications and work in order to minimize the impact to the end-users. If it is necessary to close the operation of any facility in 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 a previous coordination of all the activities with the Embassy representatives.

### 1.3 GENERAL PROJECT REQUIREMENTS

#### A. General Requirements.

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

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.

#### 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 most stringent 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. - Safety requirements to be strictly followed 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 condition. 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 in Colombian pesos.
- C. Drawing Format & Communications
1. CAD – Licensed AutoCAD
  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

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 to the COR for approval.

**Submittal Materials**

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

### E. Non-Capital Project Budget Cost Estimate

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.

## **2.0 CONTRACT ADMINISTRATION**

Contracting Officer's Representative (COR): All reports, drawings, discs, cost estimates, etc., shall be submitted to the Facility Manager or Deputy Facility Manager.

Technical Representative: The FAC Project Engineer is designated as the Technical Representative for technical advice, substantive guidance, inspection and such other purposes as deemed necessary under the contract.

COR and COTR may be reached at American Embassy - Bogota. Cra. 45 No. 24B – 27. Facilities Management Office. Tel 2753871 / 2752577 / 2752681.

### **ATTACHMENTS:**

1. Quantity chart
2. Drawings
3. Safety, Health and Environment Requirements (English & Spanish versions)

**END STATEMENT OF WORK**

## **PROJECT DETAILED INFORMATION**

Following are described the activities to be performed:

- **Localization and lay out**

The contractor will use precision topographic instruments to layout the location of the building and all elements to be built according to the architectural drawings and blueprints.

The lay out will be reviewed by an Embassy representative assigned to this project and without his approval no construction may proceed. The layout will be performed by a professional who in addition to planning will also determine the building levels. Everything will be referenced using properly anchored wooden bridges. The contractor will supply everything needed to conduct the planimetrics, height posts, field notebooks, etc.

The contracting party will check the location of the axis, but this does not exonerate the contractor from its responsibility for any mistakes, layout, and leveling as well as any other faulty building elements.

To initiate the layout process, the reference points shall be previously approved, both horizontally and vertically, as well as the definition of the boundaries of the terrain.

The temporary BM and referenced axis will be located in places that do not interfere with the development of the work, avoiding the necessity to remove them, allowing for later control at any time.

No painted marks will be allowed nor any other type of marks such as scratches, nails, etc., made on existing Embassy buildings or structures.

The cost of this activity will include the lay out costs, subsequent concrete slab localization etc. The price of the remaining activities requiring lay out and localization will be included in the price of that particular activity.

- **Terrain leveling and configuration**

The terrain will be modeled according to the established height contours as indicated in the architectonic drawings, eliminating mounds, hillocks, filling in where necessary, to leave the terrain with the required levels and gradients ready for the building. This activity includes neighboring areas, leaving the whole area ready as set forth in the architectonic design.

Fill material will come, if possible, from the excavation for the building site to avoid purchasing materials.

The material will be selected, removing all rubbish such as glass, cans, plastics or other materials unsuitable for building. The unsuitable materials will be taken by the contractor to an authorized rubbish depot or a place not affecting the interests of the Embassy or third parties. This dump will be located within the limits of Bogotá and no claims will be accepted for transportation.

- **Clearing the land**

Land shall be cleared pursuant to the area marked for the architectonic localization of the building, plus 1 meter overlap all around. This operation will be done manually, or mechanically provided care is taken not to remove the reference points placed previously during relocation.

Clearance means the removal of the superficial layer of the terrain, to a varying depth from 0,0 to 0.50m. up to the removal of all vegetable, organic, and unsuitable materials found in the soil to this depth.

The clearance operation will not be limited to removing solely the superficial layer, but will go deeper to remove grass roots and other objects found, which in the opinion of the Embassy representative are not suitable for use in further works. The clearance will also carefully remove grass for later use when replanting the gardens. Grass removed will be stored properly while the building is being built.

Any surplus materials left from the clearance operation, will be removed by the contractor pursuant to instructions provided by the Embassy representative, and according to the General Cleaning Chapter.

- **Demolition:**

The contractor shall use concrete cutters and jackhammer where required, to break the concrete slab and any foundation on site in accordance with drawings.

- **Mechanical excavation**

All excavations will be done using a back loader, except in those places where due to possible interference with an existing structure, excavation will only be done manually, for example foundation beams, excavations for inspection boxes, sanitary or electric canals, and those places that due to their volume, at the contractor's discretion, no mechanical means can be used. The material left from the excavation, may not be stored in the upper edge of the excavation but should be loaded immediately to dump trucks and taken out of the Embassy limits to the place established by the authorities for dumping.

The contractor will provide signage to all those places where excavations are being undertaken (safety signals) and will provide provisional marking. This marking will be done using yellow plastic tape, 8 cm wide, and supported by temporary posts properly anchored to the soil. Each tape signal will have 3 lines of tape to protect people, vehicles, and animals, and avoid possible accidents. (The contractor will assume this cost in his general administrative costs, including installation, maintenance, and removal)

Materials left over from excavation will be removed by the contractor according to the instructions issued by the Embassy representative and the General Cleaning Chapter

Excavations will adjust to levels, horizontal, vertical and gradient planes, and therefore should be perfectly trimmed to the height contours and other architectonic structural details, taking into account the geological studies of the soil.

In the event the contractor exceeds the excavation specifications, he must fill in using granular material previously approved by the contracting party or soil engineer. Costs arising from over-excavating, including the fill, will be assumed by the contractor.

The contractor will verify in the soil study plan, any special recommendations to be followed when undertaking the excavation. Provisional slopes and banks used to stabilize the excavation, shall be approved by the soil engineer or soil advisor.

Excavations deeper than 1.0m will be shored-up to prevent slides and avoid damaging another work or adjacent buildings. This activity will provide secure working conditions and help advance the work. If the contractor considers that the shoring-up is insufficient, or needs additional protection, he may order to increase the protection but this does not exonerate the contractor from his responsibility for land slides and damages caused by land slides.

- **Compacting the subsoil**

Once the excavation work is finished, the exposed subsoil will be compacted by mechanical means. In the case of ditches and trenches, compacting will be done by manual means, until a compact rate of 90% is obtained, from the maximum data obtained in the laboratory on the modified Proctor test.

Subsoil will be compacted by several passes of a non-vibrating 5 ton cylinder.

The value of this activity will be included in the item entitled Conforming Material, including field and laboratory tests.

- **Woven geo-textile**

A long fiber woven geo-textile will be installed (Pavco 2400 or equivalent) between the granular fill and the soil. The geo-textile will be placed loosely in order to avoid punctures due to the aggregate compacting.

Overlaps and seams will be done according to instructions from the manufacturers.

The value of this item will be quoted per square meter of surface covered, including provisions for supporting the fabric in gradients or vertical surfaces.

- **Conforming material (Gravel layer)**

- a) The gravel to be used will be sandy type, with a maximum of 20% passing through a # 200 sieve and a plasticity index lower than 8% Special care should be taken regarding the strict compliance of these limits, for which there should be tests before initiating the construction of the layer, and while the construction is in process, if a change in the characteristics is observed.
- b) The material will start to be placed according to the local B-200 standard in the area where greater excavation has taken place, placing the materials on layers of up to 0.15m thick, compacting them with a cylinder until a minimum density of 95% is obtained, as per the Modified proctor test.
- c) Density will be verified at a point for each 100 m<sup>2</sup>.
- d) In order to control the compacting degree, three Proctor tests will be conducted before initiating the construction of the layer, using samples of the material to be used.
- e) Once the area has been leveled, a woven geo-textile, type PAVCO 2400 or similar, will be installed in order to evenly distribute the strains produced under the slab.
- f) The fill will continue to use the same procedure, verifying now and then for layer compacting.

The fill material will comply to the following specifications:

Maximum size of the aggregate:	½ of layer thickness
Material passes sieve #200:	20% in weight
Maximum passing rate #200 on #40	65% in weight
Liquid limit:	Smaller to 25%
Index of plasticity:	Lower than 8%

All fill with width superior 2.4mts will be compacted with heavy duty vibratory equipment (above 5 tons).

The value of this item will be quoted per cubic meter including the laboratory and field tests.

- **Concrete**

Unless otherwise specified, local Colombian codes, standards and conditions, shall apply. Where a standard needs additional criteria, or the local codes dictate, the design, construction and installation of all concrete construction shall conform to the following codes, regulations, standards and recommended practices as applicable (Latest edition at time of request for proposals shall govern): American Concrete Institute, Portland Cement Association, Prestressed Concrete Institute.

The minimum compressive strength concrete shall be 20.5 MPa (3000 psi) @ 28 days. The reinforcing of concrete columns, walls, continuous footings, and tie and bond beams shall be continuous. As a minimum, reinforcing steel bars and mats shall be Grade 60 (60,000 psi).

- **Sidewalks:**

Sidewalks will be built according to the dimensions and in the places shown in the drawings, or in its defect, where the contracting party indicates. The alignments and the traverse slopes will be between 1.5% to 3% and the longitudinal slope will be parallel with the nearest axis of the building.

The contractor will clear the soil and dig for the box in such a way that he will move away material up to a depth of 35cm, following the parameters set out by the “Land Clearance” activity, “Excavation Manual” and “Mechanical Excavation.” activities.

Once excavation has been made, the subsoil will be compacted according to the parameters described in the activity “ Subsoil compacting .” Then, a long fiber woven geo-textile (PAVCO 2400 or equivalent) will be installed following the parameters pointed out in the activity “woven Geotextile.”

The box will be filled with granular material, 25cm thick, using gravel B-200 which will be compacted according to the parameters described in “Conforming Material.”

Over this base, a 2500 psi concrete slab will be place of 10 cm. thick, according to the parameters set down in “Concrete Slab.”

Before casting the concrete, building joints will be put in place in such a way that they always form square figures not exceeding 2mt per side. Later on, concrete will be cast using the checked board system. In all cases, the squares will be reinforced with electro-welded meshes to provide for the retraction of concrete forging. Minimum temperature will be according to type E 047. The mesh will be cut so as to guarantee it will be covered by the concrete in all directions and leave a 2cm high concrete cube to separate it from the floor.

All the borders will be finished so that there will not be no sharp edges. Borders will have 5mm radio. The final finish of the sidewalks will come in washed gravel (Mona) in all its area.

The concrete form will be retired 24 hours after casting the concrete, with the prior authorization of the contracting party.

The surface of the concrete will not show differences in excess of 3 mm using a metallic rule 3 meters long supported in any direction excepting those places where a gradient is specified.

The sidewalk will be open to service 10 days after casting the concrete and when 80% resistance has been achieved, measured at 28 days casting.

The sidewalk finish will be built using washed gravel in all its area. This gravel will follow the same dilations pattern of the concrete sidewalks. The contractor will exercise special care when casting, making sure the gravel is evenly spread and free from cement stains

- **Lawn placing:**

The surface to be covered by grass will be prepared leaving the soil leveled as specified in the drawings, with a minimum slope toward the drainage place, free of protuberances or depressions that could impede proper drainage. All the stones measuring more than 1.5”in diameter should be moved away, as well as sticks, plastics, metal, or other objects according to the contracting party instructions.

A layer at least 10 cm thick will be put in place. This layer will be of fertile soil coming from cultivated earth, or from the excavation according to the criteria of the contracting party.

When planting the lawn, at least 95% of the area should be covered, using 50x50 cm squares. The lawn square joints should be filled with fertile earth. The surface will be even and without protuberances.

The price value for this item will be settled per square meter covered.

All areas requiring coverage, due to temporary works, will be at the expense of the contractor and under the conditions set forth by these specifications.

The time frame for completing the work: **90 calendar days.**

## ***ATTACHMENT #4 – 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, you must consult with the Safety Office to identify and comply with all the mandatory requirements established by SHEM.

## **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 señalar 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.
- La persona 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 las 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.