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**STATEMENT OF WORK  
LANDSCAPING AND SPRINKLER SYSTEM INSTALLATION  
IN GARDEN AT RESIDENCE X-136**

**1. PRICES AND PERIOD OF PERFORMANCE**

The contractor shall perform the removal of existing landscaping, lawn excavation, installation of a new sprinkler system, installation of new lawn and new landscaping in the residence owned by the U.S. Consulate General located in Urbanizacion "Los Olivos I", Circunvalacion #108, Guayaquil. The price listed below shall include labor, materials, transportation and any additional fee included on this service. The Government will pay the Contractor the fixed price for standard services that have been satisfactorily performed.

**1.1 VALUE ADDED TAX.**

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

**1.2 BASE PERIOD**

The firm fixed price for the period of the contract is:

<i>DESCRIPTION OF THE JOB</i>	<i>COST</i>
1. Removal of existing landscaping	
2. Lawn excavation	
3. Installation of sprinkler system	
4. Installation of new lawn	
5. New landscaping, design, materials, replenishing	
<b>TOTAL COST WITHOUT TAX</b>	
<b>TAX 12% IVA</b>	
<b>TOTAL COST INCLUDING TAX</b>	

**2. EXISTING CONDITIONS ON SITE**

The house is located at the Urbanizacion "Los Olivos 1", Circunvalacion # 108, Guayaquil. As seen in the picture, the garden shows a promontory caused by the difference of levels with the concrete floor around.



SIKA AND NONI TREE TO BE REMOVED

GRASS TO BE REMOVED

NEW IRRIGATION SYSTEM AND LANDSCAPING TO BE INSTALLED



25 cm

### 3. SCOPE OF WORK

The Contractor must perform the following activities:

#### 3.1 REMOVAL OF EXISTING LANDSCAPING

- Remove the palm tree (sika) located in the center of the garden and discard.
- Remove the noni tree located in one of the planters and discard.
- Remove the planted grass in the garden, and replace it with San Agustin grass.

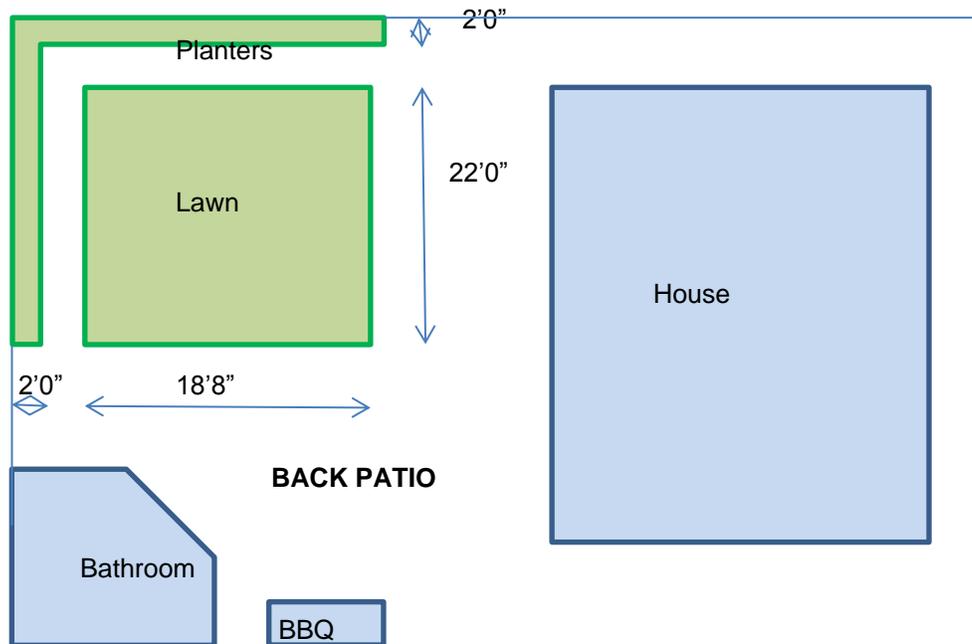
- The rest of plants and trees should be kept and incorporated in the new landscaping to be done after the irrigation system has been installed.

### 3.2 LAWN EXCAVATION

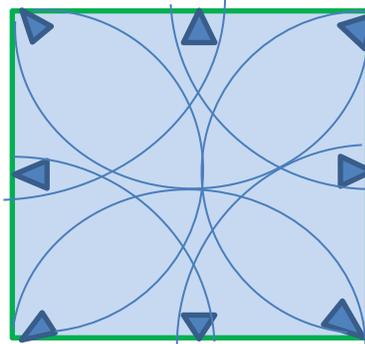
- Remove all land below 20cm. of the concrete floor.
- Install a new sprinkler system for this garden.

### 3.3 INSTALLATION OF SPRINKLER SYSTEM

- Below indicated location and general measures of the garden area where work requested in this contract shall be performed.



- This system shall provide complete coverage of the garden, so all plants are watered evenly.
- The piping should be underground at least 8" below ground surface. The main supply pipe must be of 1" diameter, the distribution system pipes of ½" diameter. All pipes should be made of PVC. The point of connection should proceed from a new water pump connected to the water cistern in the house.
- An electronic valve or automatic operation valve for outdoor use/waterproof shall be included in this system.
- A backflow preventer valve and a timer shall be installed in this system. Timer should be 120/240 volts, 3kw.
- Sprinkler heads should be Pro-Spray type, covering from 3 to 5 meters. Sprinklers should not water any perimeter or house walls, garden paths or corridors. Sprinkler locations should resemble the following design in the square:



- Sprinklers for the planters should be linear and low height, so as to water all plants evenly, but not water walls.
- The system should include a new water centrifugal type pump of 1HP (Goulds brand or similar). This pump shall be installed inside the pump room in the house. The Contractor must install a new electric outlet for this pump. The outlet must be grounded and should be GFCI type, with cover.
- The Contractor will be in charge of transportation of materials and labor force, removal of all materials, left overs and garbage from premises.
- The Contractor will also be responsible of any damage of premises resulting of this job, and restoration of the damages will be expected to occur within the 20 calendar days of the period given to complete the job.
- Performance Schedule Project must be finished and completed within fifteen days (15) calendar days after the Notice to proceed is given.
- Once job is finished, contractor will inform the U.S. Consulate to inspect and approve the work performed.
- Drainage, the Contractor must ensure that the natural drainage is adequate.

#### 3.4 INSTALLATION OF NEW LAWN

Fill with soil –half coffee soil, half clay soil- until below 2cm. below the concrete level.  
Install fresh new San Agustin grass (sod) in the whole garden square.

#### 3.5 NEW LANDSCAPING INSTALLATION

The Contractor shall present, among the submittals prior to the award of this Contract, a landscaping proposal for the whole of the garden square and planters, to be approved by the Consulate, detailing types of plants, quantities, landscaping layout or sketch, with pictures of each type of plant included in the quote.

The planters or flower beds should be replenished with fresh soil, and plants shall be a minimum of 1.00m. high. Three levels of plants shall be included in the landscaping. Plants shall not be pointy, shall not have ferns or any other condition that could cause harm to people or pets. No poisonous plant should be included in the landscaping of this Contract.

The following tasks shall be performed and completed within this Contract:

##### 3.5.1 Lawn Care:

Grass Cutting. The Contractor shall maintain the height of grass between 4 and 6 centimeters.

##### 3.5.2 Trimming.

The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

##### 3.5.3 Weeding.

The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers. Approval cover letter must be enclosed with submission.

##### 3.5.4 Pruning:

The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers. Noni tree shall be removed and discarded. Mango tree shall be kept in place, trimmed and prune required.

- Direct and encourage plant growth in directions desired,
- Remove dead and unsightly growth, and
- Maintain a neat and attractive appearance.
- Maintain proper shape at all times.

3.5.5 Debris removal:

Remove all garbage from the premises after work is finished.

#### **4. SAFETY – ACCIDENT PREVENTION**

A. General. The Contractor shall provide and maintain work environments and procedures that will:

- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
- (2) avoid interruptions of Government operations and delays in project completion dates; and
- (3) control costs in the performance of this contract.

For these purposes, the Contractor shall:

- (a) Provide appropriate safety barricades, signs and signal lights;
- (b) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- (c) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.

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

- (1) death,
- (2) traumatic injury,
- (3) occupational disease, or
- (4) damage to or theft or loss of property, materials, supplies, or equipment.

The Contractor shall report this data as directed by the Contracting Officer.

C. Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

D. Written Program. Before starting the work, the Contractor shall:

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

E. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. The Contractor shall immediately take corrective action after receiving the notice. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule for any suspension of work issued under this clause.

## **5. CONSTRUCTION PERSONNEL**

### **A. Removal of Personnel**

The Contractor shall:

- (1) maintain discipline at the site and at all times;
- (2) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (3) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

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

- (1) incompetent,
- (2) careless,
- (3) insubordinate or
- (4) otherwise objectionable, or
- (5) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

### **B. Construction Personnel Security**

After award of the contract, the Contractor has five (5) 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 5 days to perform. For each individual the list shall include:

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

Failure to provide any of the above information may be considered grounds for rejections 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. These passes must be displayed visibly by all Contractor personnel working on site. The Contractor shall inform its employees to be used under this contract that they may be subject to search by the Government when entering or leaving work. The Contractor shall return all passes upon conclusion of the contract.

## **6. MATERIALS AND EQUIPMENT**

**A. General.** The Contractor shall provide all supplies and equipment necessary to perform the work. No materials will be furnished by the Government.

### **B. Selection and Approval of Materials**

1. **Standard of quality.** All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

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

- (a) the names of the manufacturer;
- (b) model number;
- (c) source of procurement of each such product, material or equipment; and
- (d) other pertinent information concerning the:
  - (i) nature,
  - (ii) appearance,
  - (iii) dimensions,
  - (iv) performance,
  - (v) capacity, and
  - (vi) rating,

unless otherwise required by the Contracting Officer.

3. The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register five (5) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

#### C. Custody of Materials

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

### **7. SCHEDULE**

The objective of scheduled routine-services is to assure continuous, safe, and satisfactory operation of the warehouse. The Contractor shall submit to the COR a schedule and description of all tasks which the Contractor plans to provide.

### **8. DESIGN REQUIREMENTS**

A plan or layout of the irrigation design providing adequate lawn, plants and trees water coverage, calculations done to obtain the quantity and location of sprinklers and irrigation system, Sprinklers Data Sheet Specifications, estimation of amount of water will required in the system, calculation of required water pump for this system, and other specifications regarding materials, functioning and design of this system will be sent to US Consulate General before this work is awarded. US Consulate may or may not ask for changes or corrections in submitted offer before contract is awarded. In case a new offer is requested, it should be submitted within two working days after the corrections are asked.

**9. SITE VISIT AND QUOTATION SUBMITTAL**

A site visit will be held on January 20, 2015 at 11H:30, at the house located at the Urbanizacion “ Los Olivos 1”, Circunvalacion # 108, Guayaquil. Prospective offerors/quoters should contact to Rodrigo Abad at 0990-761-797 or Eddie Alcivar at 0999-426-507, (04) 371-7002 or by e-mail at [GuayaquilContracting@state.gov](mailto:GuayaquilContracting@state.gov) for additional information. The site visit date will be confirmed early the same day.

Quotes indicating price, materials, with measures and material samples/catalogues must be received three (3) working days after the site visit; this means, offers should be submitted not later than Friday, January 23. 2015 at 12h00.

Quotes presented after this period will not be considered in the competition. Questions may be sent by mail to [GuayaquilContracting@state.gov](mailto:GuayaquilContracting@state.gov) during the first two (2) days after the site visit. Answers will be submitted in writing only to vendors who were present in the site visit.

**10. HOURS OF PERFORMANCE**

The chosen vendor will transport all materials and personnel on his own, this means, he will transport the materials and personnel to Olivos I, Circunvalacion # 108, Guayaquil-Ecuador. Available times for all work in this Contract are working days, from 09h00 to 12h00 and 13h00 to 16h30, prior coordinating with Consulate for entry permission.

**11. DELIVERABLES**

The Contractor shall delivery the following items under this contract:

Description	Quantity	Delivery Date	Deliver to
Insurance	1	5 days after Award	Contracting Officer
Safety Plan	1	5 days after Award	COR
List of Personnel with ID#	1	5 days after Award	COR
Construction Schedule	1	identified in each task order	COR
Payment Request/Invoice	1	completion of each task order	COR

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

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

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

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all construction and	1 thru 7	All required services are performed and

installation services set forth in the performance work statement (PWS). <b>Management.</b> Services performed are routinely checked and measured for quality.	4	no more than one (1) customer complaint is received.  Daily random inspections are performed with no more than one (1) unsatisfactory rating per inspection.
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12.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

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

12.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint and/or unsatisfactory rating.

(c) If the COR determines the complaint and/or unsatisfactory rating is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint and/or unsatisfactory rating is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints and/or unsatisfactory rating.

(f) If the Contractor disagrees with the complaint and/or unsatisfactory rating after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint and/or unsatisfactory rating.

(g) The COR will consider complaints and/or unsatisfactory rating as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints and/or unsatisfactory rating are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**13. INVOICES AND PAYMENT**

Individual invoices shall be submitted for each order, accompanied by the task order and inventory list. Invoices shall be submitted in the original with two (2) copies to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

Embajada Americana  
RUC # 1791845986001  
SEC30015M0094  
Calle Santa Ana y Av. José Rodríguez Bonín  
Sector San Eduardo  
Teléfono: 371-7000  
Guayaquil, Ecuador

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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

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

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

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

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

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