

## ARCHITECTURAL & ENGINEERING SERVICES

May 20, 2014

Consulate of the United States of America

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number SDQ-PLAYA/2014/01

The Merida, Mexico Consulate of the United States of America invites you to submit a quotation for architecture and engineering services for completion of design and construction documents for the new Playa del Carmen Consular Agency in Mexico. Your quotation must be submitted in an email to [HernandezCJ@state.gov](mailto:HernandezCJ@state.gov) and [GuillermoJJ@state.gov](mailto:GuillermoJJ@state.gov) marked "Quotation Enclosed – Playa del Carmen A&E" on or before **4:00 pm on May 30th, 2014**. No quotation will be accepted after this time.

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

1. SF-18
2. Section A;
3. Additional information as required in Section I.

Direct any questions regarding this request for quotations by email to Supervisory General Services Officer Jaime Guillermo at 999 942-5732 or [Guillermojj@state.gov](mailto:Guillermojj@state.gov).

Sincerely,

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Christina J. Hernandez  
Contracting Officer

## **SECTION A - PRICING**

A.1. The Contractor shall perform all work necessary to produce a complete set of construction plans and technical specifications sufficient for the construction of the facility described in this contract. This shall include, but is not limited to, any architectural and engineering design and analyses, construction cost estimates, renderings, photographs and scale models described in the Statement of Work.

A.2. VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a separate line for VAT on invoices.

A.3. This is a firm fixed-price contract for Items 1 to 5 below in the amount of

The Contractor shall deliver the following items:

<b>Item No.</b>	<b>Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Price</b>
1	1	LOT	35% Construction Documents (review B 6.1)	
2	*	LOT	60% Construction Documents (review B 6.2)	
3	*	LOT	100% Final Construction Document Submittals. (review B 6.3)	
4	1	LOT	Portfolio of finished construction to include photos and final drawing. (review B	
5	1	LOT	Monthly Progress Reports (electronic submission)	Not separately priced
6	1	LOT	Quality Assurance and Control Plan (electronic submission)	Not separately priced
7	1	LOT	Design Oversight of Construction Effort (review B 8.1)	If required, the contract will be modified and price negotiated
<b>Total firm-fixed price</b>				

The Contractor's key individual responsible for quality of design is . Please submit their resume.

The Government may issue a modification to the contract to require construction phase services on a time-and-materials basis for review of construction work on site. This modification shall be effective during the actual construction process. The hourly rate includes all overhead and profit. The following labor hour rates shall apply to such work:

<b>Labor Category</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>
Principal		
Senior Architect		
Junior Architect		
Senior Draftsperson		
Junior Draftsperson		
Interior Designer		
Senior Electrical Engineer		
Senior Mechanical Engineer		
Senior Structural Engineer		
Junior Engineer		
CADD Operator		
Clerical		

#### **DEFINITIONS**

<b>Term</b>	<b>Definition</b>
“Government”	means the Government of the United States of America unless specifically stated otherwise.
“USG”	means the Government of the United States of America.
“Government”	means the Government of the United States of America.
“Consulate”	means the Consulate of the United States of America in Merida, Mexico.
“Calendar Day”	means the twenty-four hour period from midnight to midnight. Saturdays, Sundays, and all holidays are considered calendar days.
“Contracting Officer”	means the USG employee authorized to execute this contract
“Business Day”	means Monday through Friday, non-holiday
“COR”	means Contracting Officer's Representative, appointed in accordance with this contract.

## **SECTION B - STATEMENT OF WORK**

### **B.1. GENERAL INFORMATION**

This project is to complete the design and construction documents for the U.S. Consulate's new Consular Agency in Playa del Carmen, Mexico. The Contractor will develop the Consulate's initial requirements and design into final construction documents. The U.S. government (USG) will review the documents at 35%, 60% and 100% completion.

No work shall be initiated until a Notice to Proceed (NTP) is issued by the CO.

### **B.2. PROJECT REQUIREMENTS**

#### **B.2.1. Description of Project.**

The U.S. Government intends to open a new Consular Agency in Playa del Carmen, Mexico. The office space project will involve designing commercial space located in an unoccupied space at the Plaza Progreso building, Playa del Carmen, Mexico. The total space measures 106 gross square meters. The Contractor will base its work on the Consulate's requirements and drawing (refer to Attachments 1 and 2) and will include the development of final construction documents, including drawings and specifications and design oversight throughout construction. The Contractor will be responsible for working closely with the USG to identify any design and security requirements and to ensure that all USG design regulations are taken into account. The Contractor will identify what municipal approvals need to be obtained. The Contractor's 100% drawings will be used in the solicitation process for a construction firm bid from a construction form. Construction is estimated to take place in the fall of 2014 and the projected move-in date late 2015.

#### **B.2.2. General Requirements.**

B.2.2.1. This design is a multidiscipline effort that requires complete architectural and engineering services to define the construction requirements for the facility. In addition to the normal architectural and engineering services provided for design, the services required include, but are not limited to inclusion of fire and life safety protection and physical security. Refer to Attachment 1 for the Consular Agency's existing requirements. Refer to Attachment 2 for the Consular Agency's existing drawings.

B.2.2.2. This design is a part of a program undertaken by the Department of State using public funds. The Government will formally evaluate the A & E Contractor based on:

- (a) Designing to a target construction contract cost estimate;
- (b) Adhering to the delivery schedule; and
- (c) Evaluating changes occurring during construction.

B.2.2.3. The Contractor shall carefully review and coordinate drawings and specifications, and other project documents before submittal. This includes identifying all interface points and controls between drawings and documents. The Contractor shall have a quality control program in effect that will require his employees and consultants to thoroughly review and coordinate all project data prior to submittals. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before submitting documents or they will be rejected by the Contracting Officer. The transmittal cover letter shall certify that all documents have been reviewed and coordinated prior to submittal. The certification shall be signed by a principal of the Contractor's firm. The Contracting Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Contractor. This program shall indicate the method of controlling the quality of all work produced by the Contractor and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Architect/Engineer Contractor".

B.2.2.4. The Contractor shall produce scaled electronic plans in .DWG format (AutoCAD Version 2006) and electronic plans in .PDF format plans and specifications. The layout of individual drawings shall convey the required design and construction information. Symbols used shall be accepted international industry standards and shall be shown in the legend. Lettering shall be of sufficient size to be clearly read when drawings are reduced to half size.

B.2.2.5. Specifications shall allow for full and open competition in the purchase of construction materials and equipment by the future construction contractor. When a sole source manufacturer, product, or equipment is specified, the Contractor shall notify the U.S. Government in written monthly progress reports. These reports shall be accompanied by a justification explaining why sole-source acquisition is necessary and appropriate for the project. The justification shall provide the information that would be required by the Federal Acquisition Regulation (FAR subpart 6.3). The justification must also explain why the salient characteristics of proposed sole source equipment cannot be described in the specifications. No classified work shall occur under this contract.

B.2.2.6. Schedule requirements for this Statement of Work are contained in Section E. The "design-to" budget cost data is contained in G.2.

B.2.2.7. The Contractor shall prepare a detailed written record of all conferences and meetings with representatives of Consulate General Merida related to the project. The Contractor shall also document telephone conversations in which decisions affecting the project are made. The Contractor shall submit one copy of these records to the COR within five days of the event. The written format established by the Contractor for these records will be subject to the approval of the COR. Each record shall conclude with the following statement: "The matters reported in this document are considered by the Contractor to be within the scope of this contract as presently priced." Work not included in the current contract requires pre-performance approval by the Contracting Officer. After approval, the Contracting Officer must modify the Statement of Work and the contract to include the additional work.

B.2.2.8. The Contractor shall provide designs that are cost-effective as to usable space and that provide maximum flexibility for future uses. The Government will exercise particular care in consideration of these requirements in the design review and approval process.

B.2.2.9. All Contractor submittals (documents, specifications, drawings, designs, reports, et cetera) shall be done in English.

### B.3. SPECIAL REQUIREMENTS

B.3.1. The Contractor shall produce a design that ensures the facility will be constructed with materials, finishes, fixtures, equipment, and systems that provide operational dependability. The Contractor shall ensure that these parts are easy to maintain or replace with those most readily available supplies and services. The Contractor shall emphasize uniformity of parts and components to maximize interchangeability. During the design phase the Contractor shall address operations and maintenance considerations.

B.3.2. The Government will provide comments to the Contractor in writing and in a standard format, numbered and grouped by discipline. Review meetings will be held if deemed necessary by the COR. The Contractor shall respond to these comments in writing within 5 calendar days for the 35%, 60% and 100% design submissions. Comments not accepted by the Contractor shall be brought in writing to the attention of the COR immediately for resolution. The Contractor shall incorporate all review comments into the design and return all annotated material with the next submission. The Contracting Officer is only person authorized to approve any changes to the existing scope of work. If it is the case, the contract shall be modified accordingly.

### B.4. EXISTING CONDITIONS

B.4.1. Site. The site is located at 1st floor, Local No. 38, of the commercial complex Plaza Progreso in Playa del Carmen, Quintana Roo, Mexico, 77710, located at Carretera Federal Puerto Juarez –Chetumal Manzana 293 Lot. 1.

### B.5. DESIGN REQUIREMENTS

#### B.5.1. General Requirements.

The requirements in this statement of work serve as direction to the Contractor in the development and delivery of a complete set of construction documents. These documents shall provide the necessary interfaces, coordination, and communication among the designer, constructor, and special disciplines (physical security, communications, fire and life safety, computer systems, et cetera). All submittals must be of a quality to achieve this result. The Contractor shall perform its services in accordance with professional standards of skill, care, and diligence adhered to by reputable, first-class firms performing services of the same or similar nature for facilities

of similar complexity. The Contractor's design shall conform to generally accepted engineering practices and the approved design criteria. US codes and standards shall apply to construction unless local codes and standards are more stringent.

#### B.5.2. Design Process.

The design shall consist of the following parts:

- A. 35% design completion
- B. 60% design completion
- C. 100% design completion

The Contractor shall be required to make three oral presentations to the Government at Consulate General Merida, each to occur at each stage of design completion. Each presentation shall include the proposed layout, and a minimum of six "artist's conception" or 3-D views (customer's view, teller's view, conference room, office common area, private office, kitchenette-conference room).

The Contractor shall cease all design work during the Government review periods until receipt of written review comments from the Government on each of these submittals. Any design work on the project during these review periods is at the Contractor's risk. The Contractor shall consider this temporary cessation of work in its planning and scheduling.

#### B.6.0. SUBMITTAL REQUIREMENTS

##### **B.6.1. 35% Submittal.**

Furnish drawings and other documents containing the following:

##### B.6.1.1. Site Plan.

- Statement of design problems and issues to include description of the building, program and site, and general constraints found. Identify any local permits that must be obtained.
- A general location plan that indicates disposal sites for materials to be disposed. Show vehicle access routes to the site(s). Identify any local disposal permits that must be obtained.
- A project site plan at a scale not smaller than 1:200 showing all improvements required plus typical perimeter enclosure sections and elevations, and site sections, if any.
- A utility site plan at 1:200 scale showing all existing utilities and locations, water supply, electrical power, transformer ("sub-estación") and CFE power meter location,

gas, sewer and both sanitary and storm drainage, network data drops, and telephone. Show all connections to existing utility services and location of proposed entry (no exit) for all utility services to space, if any.

#### B.6.1.2. Floor Plans.

Floor plans of existing facilities at 1:100. Include a complete legend with all symbols and abbreviations used shall be shown on drawings. This is to include security, life safety, interior, electrical, mechanical, plumbing, structural etc. at all submissions. Scale drawings as per specific category: architectural, masonry, hydraulic installations, sanitary installations, air conditioning, window security grills; counter and teller windows, electrical, data network, telephone drops. Each drawing shall include one top view; one North-South raised (cross-section) view; one East-West (cross-section) raised view; and detailed (zoomed-in view) of specific installations that are not legible at the set scale.

#### B.6.1.3. Specifications.

Expand on the USG Statement of Work and floor plan located in attachments 1 and 2 and provide preliminary technical specifications for each requirement.

#### B.6.1.4. Consultation

The Contractor shall consult with the COR on a regular basis to determine if any material needed for the project can be recycled from existing USG buildings or furnishings.

### **B.6.2. 60% Submittal.**

B.6.2.1. The Contractor shall furnish the Government with bound sets of manufacturers' catalogs of specified equipment and materials and all pertinent sections of codes, handbooks, standards, etc., referenced in the drawings or specifications.

B.6.2.3. Specify all equipment, and a full description of all features - including optional and sole source requirements. The Contractor shall list the specific manufacturer and model number (including any options) used as the basis of design in the specification for each item or type of equipment, followed by the phrase "or approved equal". Submit specifications in draft form with the 60% submittal.

B.6.2.4. Develop and provide a preliminary construction schedule at the 60% submittal. This schedule will be used to develop the schedule of performance.

B.6.2.5. Provide updated construction cost estimates.

B.6.2.6. Provide installation drawings.

### **B.6.3. 100% Submittal - Final Construction Documents.**

B.6.4. Develop and provide a final construction schedule. Provide updated construction cost estimates.

**B.6.5. Submittal Copies.**

B.6.5.1. Furnish one set of electronic (.DWG, AutoCAD version 2006) of drawings.

B.6.5.2. Furnish one set of electronic (.PDF) reproducible drawings.

B.6.5.3. Furnish one set of electronic (.PDF) scaled-to-letter size (8 1/2" x 11") reproducible drawings.

B.6.5.4. Furnish separate information of the following items and furnish one electronic (.PDF) set(s) of each:

- 1) Outline specifications.
- 2) Design criteria and preliminary calculations.
- 3) Written Project Design Manual.
- 4) Cost estimate.

The Contractor shall submit documents listed above on CD-ROM or by other electronic means.

If additional Government comments are provided in the 100% submittal, the Contractor must make a final submittal at no additional cost to the USG.

Included as part of the 100% submittal are consultation services during the construction solicitation period. This work includes, but is not necessarily limited to:

- providing clarifications and responses to questions about the construction documents prepared by the Contractor;
- preparation of drawings or documents that may become necessary for inclusion in amendments to the construction contract solicitation as a result of such clarifications or questions; and
- attendance at the construction pre-proposal conference to be held at the Consular Agency in Playa del Carmen.

**B.7. FURNITURE AND FURNISHINGS PRICING, DOCUMENTATION, AND INSTALLATION PHASE**

The Government intends to reuse most of the furniture, computers and other office equipment that is located in the existing Consular Agency in Playa del Carmen. The USG can provide furniture dimensions to the Contractor. The USG will be responsible for moving and installing the items.

## B.8. POST DESIGN AND CONSTRUCTION SERVICES

B.8.1. The Government reserves the right to modify the contract to add services that may be required of the Contractor during actual construction of the project. These services, known as construction phase services, may include, but are not limited to, review of shop drawings, approval of materials and equipment, and approval of proposed substitutions of materials and equipment.

B.8.2. Section A provides pricing for these services.

B.8.3. Whenever such services are required the Government will issue a modification to identify the scope of services required. Payment for these services will be negotiated in a supplemental agreement based on the scope of services, staffing needs, and duration of services.

## **SECTION C - PACKAGING AND MARKING**

Packaging and marking shall follow commercial practice.

When required, hard copy deliverable items other than letter reports shall be three-hole punched and bound with screw-type binders and rubber bands.

The Contractor shall ship ½ size drawing sets in rolls to Consulate General Merida for shipment to OBO for review at each review and for a Construction Permit.

## **SECTION D - INSPECTION AND ACCEPTANCE**

### D.1. INSPECTION

The Contractor shall maintain a system of quality assurance and quality control (QA/QC) to ensure that the design and related documentation meet the requirements of this contract. The Government reserves the right to inspect the Contractor's work as well as its system of QA/QC.

The Contractor's key individual responsible for quality of design is \_\_\_\_\_ . If a key individual (see D.3 below) needs to be replaced during performance of this contract the Contractor shall submit a resume for a replacement to the COR for approval.

## D.2. ACCEPTANCE

Acceptance of deliverable items shall be by the COR. The USG's acceptance or use of documents developed under this contract shall not relieve the Contractor of responsibility for the design.

## D.3. QUALITY PROGRAM REQUIREMENTS FOR DESIGN CONTRACTS

The Contractor shall prepare and implement (based on approval by the Government), a QA/QC Plan. The Contractor shall address the following areas in the plan:

D.3.1. Organizational Structure. Proposed organizational structure for the project, including charts and a description of responsibilities of key persons who will perform the work. The Contractor shall identify persons responsible for interface with the Government.

D.3.2. Document Control. The program must ensure that documents, including changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. Persons responsible for reviewing, approving, and releasing documents and revisions must be identified.

D.3.3. Verification. The Contractor shall identify the senior person(s) who will be responsible for final review and verification before documents are transmitted to the Government. cursory supervisory reviews will not be sufficient. Design verification may vary from spot-checking of calculations to full-scale review of design drawings and specifications, as the situation requires.

D.3.4. Corrective Action. The quality program must clearly define responsibility and procedures for corrective action if deficiencies in the services or resulting deliverables are found.

D.3.5. Quality Assurance Reporting. The Contractor shall prepare a Quality Assurance (QA) report to be submitted as part of the 35% submittal. This report shall identify the QA procedures used to review drawings and data for these submissions. The report shall include:

1. QA status of the project;
2. Significant program problems and their solutions/corrective actions;
3. Organization and key personnel changes, as required.

D.3.6. Checking, Coordinating, and Integrating Drawings. Quality control procedures shall ensure that individual drawings and other documentation have been checked and that all documentation, including that of the supporting disciplines (such as civil, structural, mechanical, electrical) has been coordinated and integrated. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before document submittal.

D.3.7. Design-to-Budget. The Contractor shall describe the procedure for meeting the design-to-budget target. The procedure shall include a clear understanding of the cost implications during all design phases.

## **SECTION E - DELIVERIES OR PERFORMANCE**

### **E.1. PERIOD OF PERFORMANCE**

The Contractor shall complete all work required by this contract within the period indicated in Delivery Schedule. This period includes up to 1 month (30 calendar days) for Government review and approval for each deliverable item required by the contract.

#### **E.2.0. CONTRACTOR DELAYS**

The project schedule is a key parameter of this project. Completion of the design and documentation is key to the project as a whole. Liquidated damages are anticipated for construction associated with this project; they are not required for this A/E effort. The Government will require adequate consideration for any slippage in schedule without excusable delay. The Contractor is required to document any delays and submit justification to the Contracting Officer.

#### **E.3.0. DELIVERY SCHEDULE**

The Contractor shall deliver the items listed in Section A on the following delivery schedule:

<b>Item No.</b>	<b>Description</b>	<b>Days after effective date of order</b>
1	35% Construction Documents	15
2	60% Construction Documents	40
3	100% Construction Documents	60
4	Quality Assurance and Control Plan	30
5	Bi-weekly Progress Reports	Every two weeks

The Government will provide a more detailed schedule with specific dates to the Contractor upon issue of the Notice to Proceed.

### **E.4. DELIVERABLES**

E.4.1. The Contractor shall deliver design submittals, reports and other correspondence to the COR at the following address:

Consulate General of the United States of America  
Attn: Management Office - Jaime Guillermo  
Calle 60 #338K, por 29 y 31

Colonia Alcalá Martín  
Mérida, C.P. 97050  
Mexico

E.4.3. All delivery charges shall be prepaid by the Contractor.

#### E.5. BI-WEEKLY PROGRESS REPORT

The Contractor shall submit bi-weekly progress reports; the first shall be submitted two weeks after the Notice to Proceed is issued. Reports shall be in letter format and emailed to [Hernandezcj@state.gov](mailto:Hernandezcj@state.gov) and [Guillermojj@state.gov](mailto:Guillermojj@state.gov) and contain information relevant to this project, including, but not limited to:

- accomplishments during the previous period
- anticipated accomplishments for the next period
- pending problems and possible or proposed solutions
- questions that require answers or directions from the Consulate
- any pending Government review comments regarding the Contractor's submittals
- any proposed design change orders that have not been executed
- any other pertinent information required to report the progress of performance under this contract.

### **SECTION F - CONTRACT ADMINISTRATION**

#### F.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by 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.

The COR for this contract is:

Facilities Maintenance Inspector Jaime Guillermo, [Guillermojj@state.gov](mailto:Guillermojj@state.gov) 999 942 5732.

##### F.1.1. Duties.

The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, inspection, and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of

this contract. In no instance is the COR authorized to alter the contract's terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

#### F.2.0. INVOICING AND PAYING INSTRUCTIONS

F.2.1. The Contractor shall submit one final invoice for services. The Contractor shall submit one electronic .PDF invoice to the designated billing email address ([GuillermoJJ@state.gov](mailto:GuillermoJJ@state.gov)) indicated in this contract. The COR will determine whether the invoice is complete and proper as submitted. The COR also will determine whether billed services have been satisfactorily performed and whether reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, ask the Contractor to submit a revised invoice.

F.2.2. The invoice for services shall also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the invoice. If the Contractor has any questions regarding payment status, contact the COR.

F.2.3. Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items listed in Section A shall be made in accordance with FAR 52.232-1, Payments. The Contractor shall email invoices to [MeridaInvoices@state.gov](mailto:MeridaInvoices@state.gov)

Invoices shall reflect the contract number and the name of the COR (Jaime Guillermo).

F.2.4. The Contractor shall not be eligible to receive payments for any subsequent deliverables until the Government has accepted the previous deliverables.

### **SECTION G - SPECIAL TERMS AND CONDITIONS**

#### G.1. SECURITY

The following considerations must be followed by the Contractor and/or must be incorporated into the design documents.

G.1.1. All documents received or generated under the contract are the property of the U.S. Government.

G.1.2. All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution is prohibited without express approval of the U.S.

Government. The Contractor shall mark all design and construction documents as follows:

**WARNING**

This document is the property of the United States Government. Further reproduction and/or distribution is prohibited without the express written approval of:

Facilities Management Officer  
U.S. CONSULATE GENERAL  
Mérida, Mexico

G.1.3. Proposed and actual contract documents will only be disseminated on a strict need-to-know basis, and will not be further disseminated without prior authorization from the Department of State.

G.1.4. Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, will be responsible for these materials while in their possession. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.

G.1.5. Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Regional Security Officer (RSO), Site Security Manager (SSM) and/or the Senior Security Officer (SSO). The RSO will establish any controls, limits, and/or other restrictions as deemed necessary. The Contractor shall submit a written request for authorization for such photography citing the reason(s) and use(s) for the photographs to MeridaRSO@state.gov.

G.1.6. The Government shall be afforded the opportunity to review all photographs in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Government.

G.1.7. The USG reserves the right to demand retention of all copies of photographs.

**G.2. DESIGN-TO-BUDGET**

G.2.1. The Government has established a design-to-budget amount of \$80,000 USD for the project in the Playa del Carmen, Mexico. The estimated period of construction is two months. The design-to-budget amount is the "estimated construction contract price for the project" referred to in FAR 52.236-22 "Design Within Funding Limitations," see H, Clauses. This amount includes the following:

G.2.2. Anything not listed as being included in the design-to-budget amount shall be considered excluded. By way of example, but not by limitation, this amount does not include:

- Allowances for Government Furnished Equipment
- Operations and maintenance
- Government project supervision during construction

### G.3. CONSTRUCTION COST ESTIMATING

G.3.1. The Contractor shall prepare estimates of the cost of construction and these shall be marked as "Source Selection Information". **The Contractor shall safeguard the confidentiality of and prevent unauthorized distribution of these estimates. The USG is the only entity besides the Contractor that shall have knowledge of these estimates.**

G.3.2. The Contractor shall prepare construction cost estimates with the same attention to detail as if the Contractor were bidding on the project as a construction Contractor. The Contractor shall base estimates on the same construction contract conditions and specifications that will be used by the Government for procurement of the facilities being designed.

G.3.3. The Contractor shall provide estimates of the cost of construction of the facilities described in the Scope of Work with each of the 35%, 60%, and 100% Construction Documents submittals. These estimates shall indicate the anticipated cost of construction of the facilities at the estimated midpoint of construction in September 1st, 2014. Approval to proceed with subsequent phases will not be granted until all budgetary issues are resolved. See "Design-to-Budget" and Section H, clause 52.236-22 titled "Design within Funding Limitations" for the estimated construction contract price and additional information on the use of construction cost estimates.

G.3.6. The Contractor shall compare these estimates to the design-to-budget amount and confirm that the facilities as designed can be constructed in the designated locale within the budgeted amount. The Contractor shall promptly advise the Contracting Officer whenever it may know, or have reason to believe, that the estimated cost of construction for the facilities being designed will exceed or is likely to exceed the design-to-budget cost.

In addition to the clause of FAR 52.236-22, if at any time it is determined that the estimated cost of construction exceeds the design-to-budget amount, the Contracting Officer may direct the Contractor to perform redesign and other services as needed to reduce the estimated cost of construction to an amount that is within the design-to-budget amount. The Contractor shall perform redesign and other services no additional cost to the Government. The Contractor shall not be required to perform such redesign and other services at no cost to the Government if the Contracting Officer determines that the estimated cost of construction exceeds the design-to-budget amount for reasons beyond the reasonable control of the Contractor.

#### G.4. ORGANIZATIONAL CONFLICTS OF INTEREST

**Neither the Contractor nor any of its employees, affiliates, or related entities may propose on the construction effort envisioned by this contract. The Contractor, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the construction to any offeror or prospective offeror on the construction contract.**

The Contractor shall include this clause in all subcontracts, purchase orders, and consulting agreements for service.

#### G.5. RELEASE OF INFORMATION

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. The Contractor shall not make public announcements, including news and press releases, nor shall the Contractor discuss any aspect of this contract with any outside party whether in writing or orally.

#### G.6. NOTIFICATION OF CHANGES

G.6.1. This clause applies to changes other than changes directed by the Government pursuant to the contract clause titled "Changes - Fixed Price (AUG 87) Alternate III (APR 1984)."

G.6.2. Definitions. "Contracting Officer," as used in this clause, does not include representatives of the Contracting Officer.

G.6.3. Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing within ten (10) days from the date the Contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the Contractor, the notice shall state -

- (i) The date, nature and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

- (v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including -
  - What contract line items have been or may be affected by the alleged change;
  - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

G.6.4. Continued performance. Following submission of the notice required above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

G.6.5. Government response. The Contracting Officer shall, within five (5) business days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) Advise the Contractor what additional information is required and when, and establish the date by which it should be furnished and the date the Government will respond.

G.6.6. Equitable adjustments.

If the Contracting Officer confirms that the Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, the Government will modify the contract to make an equitable adjustment -

- (1) In the contract price or delivery schedule or both; and
- (2) Any other term of the contract affected.

In the case of drawings, designs, or specifications that are defective and the Government is responsible, an equitable adjustment shall include the cost and time extension for the delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs, or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for a delay resulting from the Contractor's failure to provide notice or to continue performance as provided above.

G.6.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work.

## SECTION H- CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (such as Google, Yahoo, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS ALTERNATE I	DEC 2001 MAY 2001
52.203-3	GRATUITIES	APR 1984
52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC 2012
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL	Jan 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS	DEC 2010

	DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (if order exceeds \$25,000)	
52.213-4	Terms and Conditions - SIMPLIFIED ACQUISITIONS OTHER THAN COMMERCIAL ITEMS	FEB 2012
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	JUN 1987
52.228-4	WORKERS’ COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS	APR 1984
52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS	JUN 2003
52.232-7	PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS (for construction phase services portion)	AUG 2005
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-1	PAYMENTS	AUG 1984
52.232-10	PAYMENTS UNDER FIXED-PRICE A/E CONTRACTS	APR 2010
52.232-11	EXTRAS	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-26	PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I	JUL 2002 DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-22	DESIGN WITHIN FUNDING LIMITATIONS The estimated construction contract price for the project described in this contract is not to exceed DOP 14,800,000.	APR 1984
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR 1984
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-1	CHANGES – FIXED-PRICE ALTERNATE III	AUG 1987 APR 1984
52.243-3	CHANGES – TIME-AND-MATERIAL OR LABOR-	SEP 2000

	HOUR (for construction phase services)	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.246-4	INSPECTION OF SERVICES – FIXED-PRICE	AUG 1996
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER)	APR 1984
52.249-14	EXCUSABLE DELAY	APR 1984

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6)  
CLAUSES INCORPORATED BY REFERENCE:

652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD	AUG 1999
652.242-73	AUTHORIZATION AND PERFORMANCE	AUG 1999
652.243-70	NOTICES	AUG 1999

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 sub-contractor’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)

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 email 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)

## SECTION I - LIST OF ATTACHMENTS

Attachment 1 – USG Preliminary Statement of Work

Attachment 2 – USG Preliminary Drawings

## SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

### J.1.0. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described earlier.

#### Summary of Instructions

Each quotation must consist of the following:

Volume	Title	No. of Copies
1	Completed Standard Form 18	1
2	Price Proposal	1
3	Professional Qualifications	1

Submit the complete quotation to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 18.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

**Volume 2** shall contain:

Complete pricing schedules as identified in Section A. The proposed total firm fixed price.

**Volume 3** shall contain:

1. Information demonstrating the offeror's/quoter's ability to perform, including:
  - a) Name and resume of a Project Manager/Supervisor who understands written and spoken English;

- b) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- c) List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses).

**J.2. 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 this address: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as Google, Yahoo, etc.) to obtain the latest location of the most current FAR.

52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2004

**J.3. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT**

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a firm fixed price contract resulting from this solicitation with additional services under a Time-and-Materials basis.

**52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

US Consulate General  
Attn: Contracting Officer – Christina Hernandez  
Calle 60 #338K, por 29 y 31  
Colonia Alcalá Martín  
Mérida, C.P. 97050  
Mexico

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

## **SECTION K - EVALUATION CRITERIA**

### **K.1. EVALUATION PROCESS**

The Government will select an architectural and engineering contractor following Subpart 36.6 of the Federal Acquisition Regulation. The Government will evaluate the quotation submitted in response to this solicitation. Award will be based on whether the U.S. Government is able to negotiate a fair and reasonable price for these services.

If a mutually satisfactory price cannot be negotiated, the Contracting Officer shall notify the quoter that negotiations have been terminated. The Contracting Officer shall then initiate negotiations with the next firm on the final selection list. This procedure shall continue until a mutually satisfactory contract has been negotiated. If negotiations fail with all selected firms, the Contracting Officer shall refer the matter to the selection authority who, after consulting with the Contracting Officer as to why a contract cannot be negotiated, may direct the evaluation board to recommend additional firms.

### **K.2. FIRM FIXED PRICES**

The Offeror shall propose firm fixed prices for the deliverables listed in Section A and fixed loaded hourly rates for additional services. Proposals that do not include firm fixed prices cannot be evaluated and will be rejected.

### **K.3. SEPARATE CHARGES**

Separate charges, in any form, are not solicited. The Government shall not be obligated to pay any charges other than the contract price.

## SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER

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

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

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

\_\_\_\_\_ *(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);*

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

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

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

L.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

- Partnership;
- Corporate Entity (not tax exempt);
- Corporate Entity (tax exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_

(f) Common Parent.

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

(End of provision)

**L.3 52.204-8 Annual Representations and Certifications (DEC 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541310 5413330.

(2) The small business size standard is \$7 million.

(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 clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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 clause at [52.204-7](#), Central Contractor Registration.

(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 Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 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 Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

*[Contracting Officer check as appropriate.]*

- (i) [52.219-22](#), Small Disadvantaged Business Status.
  - (A) Basic.
  - (B) Alternate I.
- (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
  - (iv) [52.222-52](#), Exemption from Application of the Service Contract Act 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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #            TITLE            DATE            CHANGE

\_\_\_\_\_

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

(End of provision)

**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:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local 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: _____

*Note: If the offeror indicated "yes" in blocks (a)(1), (2), or (3) of the above provision, the offeror shall include Defense Base Act insurance costs covering those employees in its proposed prices.*

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

- Workers' compensation laws 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.

RESERVED

(End of provision)

**Attachment 1: USG Preliminary Statement of Work**

STATEMENT OF WORK (SOW)  
FOR  
CONTRACTOR SERVICES

**For the property located at:**

Plaza Progreso – Consular Agency Playa Del Carmen  
Carretera Federal Puerto Juarez-Chetumal, Manzana 293 Lot, Playa del  
Carmen, Quintana Roo, Mexico

Prepared by: US Consulate General Merida GSO

Date: March 2014

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### **Attachments:**

*Attachment to SOW #1 ~ Architectural / Engineering Rendering*

*Attachment to SOW #2 ~ POSHO Safety Recommendations*

*Attachment to SOW #3 ~ Consular Agency Security Requirements*

*Attachment to SOW #4 ~ 5 minute Forced Entry Window/Security Grill Specifications*

*Attachment to SOW #5 ~ 5 minute Forced Entry Wall Specification*

## 1. Introduction/Background

The United States Government (USG) requires a Contractor to perform fit out construction services at Plaza Progreso, Carretera Federal Puerto Juarez-Chetumal, Manzana 293 Lot, Playa del Carmen, Quintana Roo, Mexico property in order to conduct consular services for U.S. citizens.

## 2. Scope of Work

2.1. **Project summary.** Contractor shall construct, install and finish 106 m2 office space in accordance with specifications and USG provided basic drawings.

2.2. **Labor and materials.** Contractor shall provide all labor and materials to complete the project and shall ensure that it has adequate resources to successfully manage and deliver this project on-time and within the quoted amount.

2.2.1. Contractor furnished materials shall include: all materials listed in Sections 4.3.

2.2.2. USG furnished materials shall include: security alarm, panic button and cameras, furniture and computer equipment.

2.3. **Building assets.** Contractor shall protect all building assets during construction and shall be held liable for damaged as stated in the contract.

2.4. **Job site.** Contractor shall maintain the job site in a clean and presentable condition at all times with a mandatory daily clean-up at the end of each day.

## 3. Place of performance:

Plaza Progreso  
Carretera Federal Puerto Juarez-Chetumal, Manzana 293 Lot  
1st floor, spaces 33 and 34  
Playa del Carmen, Quintana Roo, Mexico. 77710

## 4. Work Requirements

### 4.1. Safety Requirements

4.1.1. Contractor shall meet, comply and follow all applicable Local Codes and U.S. OSHA Safety Standards for Construction.

OSHA Regulations are available on [www.osha.gov](http://www.osha.gov) OR via this direct link: [http://www.osha.gov/pls/oshaweb/owasrch.search\\_form?p\\_doc\\_type=STANDARDS&p\\_toc\\_level=1&p\\_keyvalue=Construction](http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=Construction).

4.1.2. Contractor shall abide by the safety recommendations of the U.S. Department of State Post Occupational Safety Health Officer (POSHO) attached as “Attachment to SOW #2”.

### 4.2. Technical specifications

- 4.2.1. Contractor shall meet, comply and follow the applicable technical criteria codes of the most recent codes including: International Building Code, International Fire Code (IFC), International Mechanical Code (IMC), National Electrical Code (NEC) and all other applicable Local Codes. Codes books are available on line.
- 4.3. **Materials & installation specifications.** Contractor shall supply the following materials in the adequate quantity and quality as described below or equivalent necessary to perform the project, but not limited to:
- 4.3.1. **Partitions.** The Contractor shall install sheetrock divisions in the interior of the office space and Durock® partition with metallic grid and foam in between the durock wall where the service windows are going to be installed, the division wall between the offices. This partition has to go from floor to ceiling (see layout and details). The other partition in this office is going to be with sheetrock and a Plexiglas panel (dimensions and location according to layout).
- 4.3.2. **Service windows.** The contractor shall install four (4) service bank teller-type windows with a document tray at the bottom. To support the windows the contractor will install vertical steel channel members 4in wide from floor to ceiling and horizontal welded steel channel member to form the window opening (see detail) inside the Durock® partition to support the heavy bank teller-type steel windows. The installation of the four (4) service windows will be done according to the manufacturer's manual and specifications without deviation unless authorized by the Contracting Officer Representative (COR).
- 4.3.3. **Exterior windows and protection.** The contractor shall furnish and install 3 exterior windows according to Attachment 1 with one escape hatch. The contractor shall include application of Number 4 Mylar® film on inside of all glass panes at windows. The contractor will also provide and install security grills for the 2 exterior windows facing the corridor in accordance with Attachment
- 4.3.4. **Interior non-service windows.** The contractor shall furnish and install two interior windows glass walls for the two private offices per the Attachment 1.
- 4.3.5. **Doors.** The contractor shall furnish and install two (2) solid core, 5 minute forced-entry exterior doors, with emergency escape push bars, which open to the outside. The contractor will furnish and install and six lockable interior doors.

- 4.3.6. **Plumbing, Fixtures, Cabinets and Counters.** The contractor shall provide all plumbing installations including faucets, valves, tubes, cabinets, toilet, toilet seat, sink, kitchen sink, counters and fixture for installing the bathroom and kitchen as designed in Attachment 1. Each plumbing item (toilet, sinks) must be provided with a service valve or "llave de paso o llave de escuadra", for maintenance purposes.
- 4.3.7. **Flooring.** The Contractor shall install quality tile flooring (Porcelanatto)® throughout the space, carefully and uniformly applying Pegazulejo © grout, tile pasting compound mix, and while doing so, avoid leaving air bubbles or unfilled spaces between the tile and the concrete slab or "firme". Color to be determined by COR.
- 4.3.8. **Blinds.** The contractor shall install three (3) blinds for exterior windows and four (4) blackout blinds at the teller windows for privacy. Color to be determined by COR or facilities.
- 4.3.9. **Wood works.** The contractor shall install custom made Formica® countertops for applicants and for consular staff with all their support. The service windows come with a document tray that needs to be adapted to the Formica® countertop on both sides of the window (see layout); dimensions are to be determined when the windows arrive. Colors to be coordinated with the COR.
- 4.3.10. **Paint.** The contractor shall paint on all the office spaces, the color will be determined by the COR. The contractor shall verify the water intrusion at all windows and re-caulk the area to prevent water penetration around window seals. The contractor shall apply one coat of paint sealant "sellador" prior to apply any color paint. Paint with one coat of white waterproof paint similar to Lanco®'s Dry Coat before applying the final coat with the color as decided by the COR.
- 4.3.11. **Electrical and data/phone lines installation.** The contractor shall provide the as-built installation drawings of all electrical, data and phone lines needed for the project as shown on the layout. Note: The IT closet shall be provided with its own, dedicated electrical panel, located within the IT room.
- 4.3.12. **Electrical Panel, Wiring, Lighting and Smoke Detectors and electrical outlets.**
- 4.3.12.1. The contractor shall perform electrical calculations and install and electrical outlets as shown on the layout. The contractor shall install 10-12 fluorescent ceiling lamp sets and two (2) smoke detectors for the office and waiting area.

4.3.12.2. The contractor shall install Ground Fault Circuit Interrupters (GFCI) for wet locations, (indoors or outdoors) and all kitchen countertop outlets at the outlet or the circuit breaker -- 110-volt systems, installed GFCIs trip at 4 to 6 mA

4.3.12.3. The contractor shall provide and install an effective grounding system for a typical apartment or house includes a grounding electrode conductor (GEC) to connect the main service ground terminal to a grounding electrode system. Impedance of the ground path for any made electrodes may not exceed 25 ohms, as measured using the three (3) terminal resistance measurement method and an earth electrode tester.

4.3.12.4. Electric service and supply panels shall comply with the following conditions:

- fill plates on all missing knock-outs and twist-outs in breaker/fuse panel(s)
- breaker/fuse panel front working clearance of 30" (76cm) wide x 36" (92cm) deep
- breaker and fuses labeled as to function/area served
- any outdoor service entrance, outlets and switch boxes have weatherproof covers

4.3.12.5. Electrical circuit capacity. The contractor shall review usage and capacity and avoid excessive electrical loads. Verify that the following most commonly used branch circuit connectors in office spaces are protected by fuses or circuit breakers having trip elements not larger than:

Wires (Comparable U.S. Wire Size)	Trip Setting
1.5 mm <sup>2</sup> (smaller than #14 AWG, 15A)	10A
2.5 mm <sup>2</sup> (smaller than #12 AWG, 20A)	16A
4 mm <sup>2</sup> (smaller than #10 AWG, 30A)	25A
6 mm <sup>2</sup> (smaller than # 8 AWG, 50A)	40A
10 mm <sup>2</sup> (smaller than # 6 AWG, 65A)	50A
16 mm <sup>2</sup> (smaller than # 4 AWG, 85A)	60A

4.3.13. **Emergency lighting and exit signs.** Contractor shall install Emergency Lights (and its respective outlets) and Exit signs (2).

4.3.14. **Air conditioning Equipment installation.** The contractor shall provide and install:

- One (1) A/C split unit, 36,000 BTU for the public waiting area.
- One (1) A/C split unit 36,000 BTU for the employees common work area
- Two (2) A/C split units 12,000 BTU, one for each private office
- One (1) A/C split unit 18,000 BTU for the IT room
- One (1) A/C split unit 24,000 BTU for the conference room

4.3.14.1. For maintenance and electrical safety purposes, each A/C condenser shall have its own independent weatherproof breaker switch and weatherproof breaker switch box, located no further than 60cm from the condenser.

4.3.14.2. For hurricane preparation and maintenance purposes, each A/C condenser shall be mounted on a concrete base, 5cm thick. The condenser shall be anchored and secured to the concrete base with fastening, galvanized hardware. Each condenser shall rest on four (4) 1/2" thick rubber or neoprene "doughnuts", 4" diameter.

4.3.14.3. Contractor shall provide all the materials (including installation kits, copper tubing, drain tubing, and electrical parts). The contractor is responsible for opening the hole for the pipes to pass and connect to the compressor and plaster and paint the wall when finished. The refrigerant and drainage pipes will have to be properly covered with insulation to avoid any leaks.

4.3.15. **Cleaning.** The Contractor shall clean and prepare surfaces for follow on work according to the drawings. The Contractor shall ensure that during construction there are measures for control of unnecessary noise, dust and other contaminants. Also, contractor shall ensure that personnel will observe safety measures in accordance with local regulations and norms of the Office building.

## 5. Schedule & Milestones

5.1. **Business hours.** Contractor personnel shall work during normal business hours and not wonder outside of the work area to the shopping mall at any time. Deliveries and removal of materials shall be done at the hours determined by the landlord. The Contractor shall take measures to minimize the effects of the construction effort to other tenants of the shopping mall. Failure to follow these rules may be ground to force the Contractor to change their work schedule to a night shift (9pm to 9am).

5.2. **Project start date.** Contractor shall start the work within 7 (seven) calendar days after Notice To Proceed is issued by US Consulate Merida Contracting Officer.

5.3. **Project completion date.** Contractor shall complete the project within **45** calendar days from the Notice To Proceed is issued by US Consulate Merida Contracting Officer.

## 6. Management & Supervision

### 6.1. Contract management by contractor

6.1.1. **Supervision & project manager.** Contractor shall designate a Project Manager who shall be held responsible for on-site supervision of the Contractor's workforce at all times. This Project Manager shall be a focal point for the Contractor and shall be the point of contact with the COR. In some cases, the Contractor him/herself might be the Project Manager.

6.1.2. **Quality control.** Contractor shall be held responsible for Quality Control.

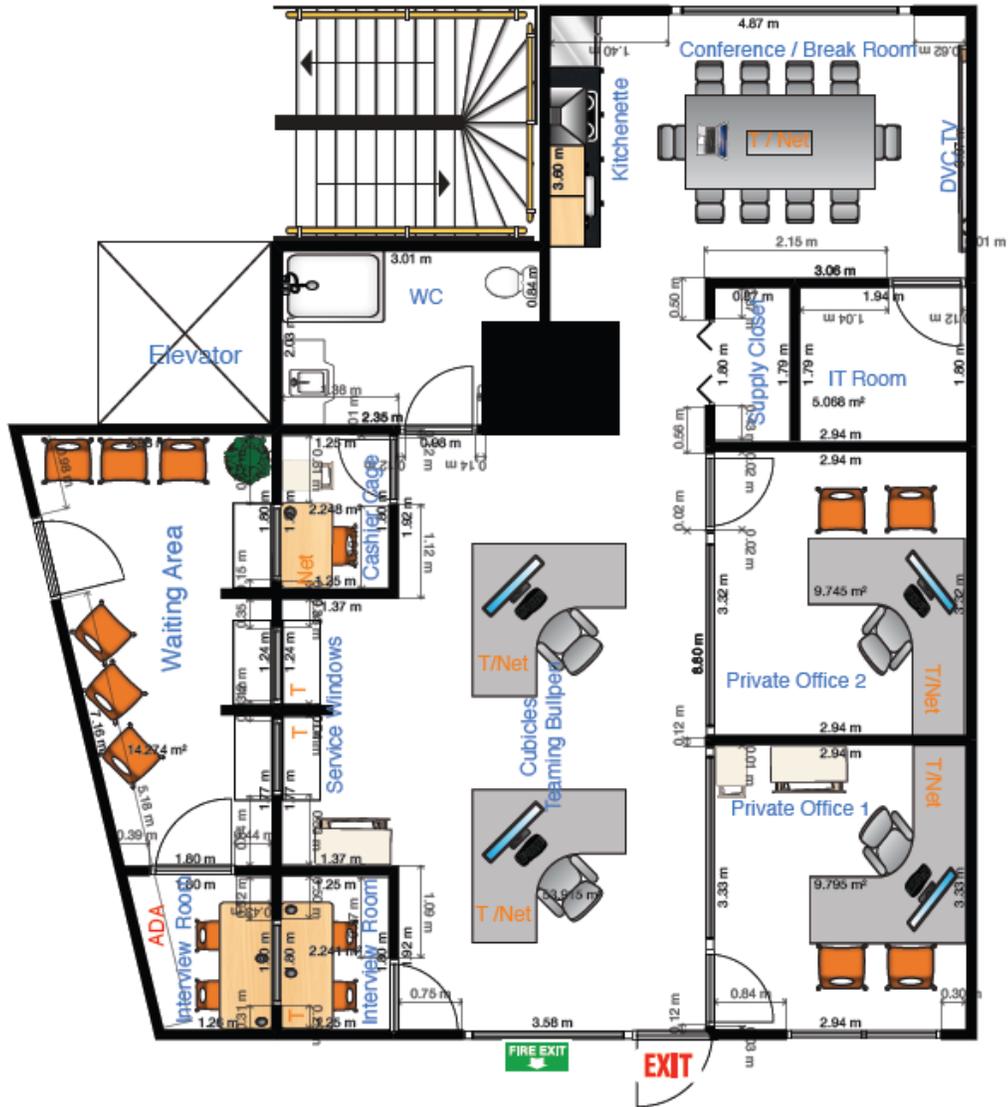
## 6.2. **Contract Management by USG**

- 6.2.1. **Contracting Officer Representative (COR).** The USG will designate a COR to act as the main point of contact and respond to technical questions that the Contractor may have.

## 7. **Warranty**

- 7.1. **Labor warranty.** Contractor shall provide Standard Labor Warranty for completed work materials for 12 (twelve) months from the Project Completion Date.
- 7.2. **Materials / manufacturer's warranty.** Contractors shall transfer applicable manufacturer's warranty in full for the supplied materials, especially, on new installations.

# Plaza progreso with measurements 33 & 34 1 1 1



**Attachment to SOW #2 ~ POSHO Safety Recommendations**

All contractor personnel must wear personal protective equipment at all times, according to the task they are performing. Personal protective equipment includes but is not limited to:

Hard hat  
Protective eye ware, safety goggles  
Safety work gloves  
Dielectric shoes  
Ear protection.

It is strongly recommended that the contractor keeps within the work site, available and visible at all times:

One fire extinguisher, ABC type, 10 lbs  
One first aid kit

Occupational Safety and Health guidelines are available at: [www.osha.gov](http://www.osha.gov) or via [http://www.osha.gov/pls/oshaweb/owasrch.search\\_form?p\\_doc\\_type=STANDARDS&p\\_toc\\_level=1&p\\_keyvalue=Construction](http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=Construction).

**12 FAH-5 H-123.2-1 Consular Agency Facilities as Tenant of Commercial Office Space (Low/Medium/High Threat)**

- a. Exterior doors must provide 5-minute forced-entry (FE) protection.
- b. Building exterior windows must provide 5-minute FE protection to a minimum of 16 feet (5 meters) above grade or accessible platform, where feasible. Non-FE windows must have 8 mil (0.2 mm) or performance-equivalent shatter-resistant window film (SRWF).
- c. All corridors and walls contiguous to non-USG controlled spaces must meet 5-minute FE protection and extend from ceiling slab to floor slab.
- e. All man-passable non-window openings in exterior walls below 16 feet (5 meters) above grade or accessible platform must meet 5-minute FE protection.
- f. The interior hardline must provide 5-minute FE protection. In the public access area where teller windows or transparent partitions are part of the hard line, 5-minute FE protection is required.
- g. Where public access areas are behind the hard line, a DS approved non-man passable barrier system must exist to separate the public access area from the general work area.

*Attachment to SOW #4 ~5 minute Forced Entry Window/Security Grill Specifications*

- a. The forced entry window grilles may be locally fabricated and can be installed on the interior or the exterior of the window opening. The Department encourages creativity in the design of grilles, which should be fashioned with consideration to local architecture. All residential grille designs must be based on the following interim criteria:
    - (1) Minimum bar diameter: 1/2 in. (14 mm) round or square bars (Deformed steel reinforcement will be new billet steel, Grade 60 will be used);
    - (2) Maximum horizontal spacing: 6 in. (150 mm) on center (o.c.);
    - (3) Maximum vertical spacing: 6 in. (150 mm) o.c.
  - b. Weld the bar grid to the continuous 2-3/8 in. x 2-3/8 in. x 3/16 in. (60 x 60 x 4 mm hard metric equivalent; for this design only) steel angles. The bars should overlap the frame assembly by a minimum of 1-15/16 in. (50 mm).
  - c. Frames should be anchored using 3/8 in. x 3-1/2 in. (10 x 90 mm) (minimum) drop-in expansion anchors, 9 in. (230 mm) o.c. (maximum) for concrete, 3/8 in. - 16NC x 1 in. socket head cap screws at 9 in. (230 mm) o.c. for steel and 3/8 in. x 6 in. (10 x 150 mm) (minimum) Hilti C-20 or equivalent at 18 in. (460 mm) o.c. for masonry. Anchor/bolt heads should be welded to the frame.
  - d. Consideration is given to the fact that grilles may provide a platform which can be used to access windows and/or balconies located above the grilles. Where this situation exists, the designer may be required to compensate for this vulnerability in one or more of the following ways:
    - (1) Reduce the spacing of the vertical bars;
    - (2) Recess the grilles in the window opening;
    - (3) Install the grilles inside the window.
  - e. The designer is encouraged to develop innovative solutions to this vulnerability.
- The DOS model number for this design is XGW-05N-DOS-01.

### 5-MINUTE FORCED ENTRY GRILLES

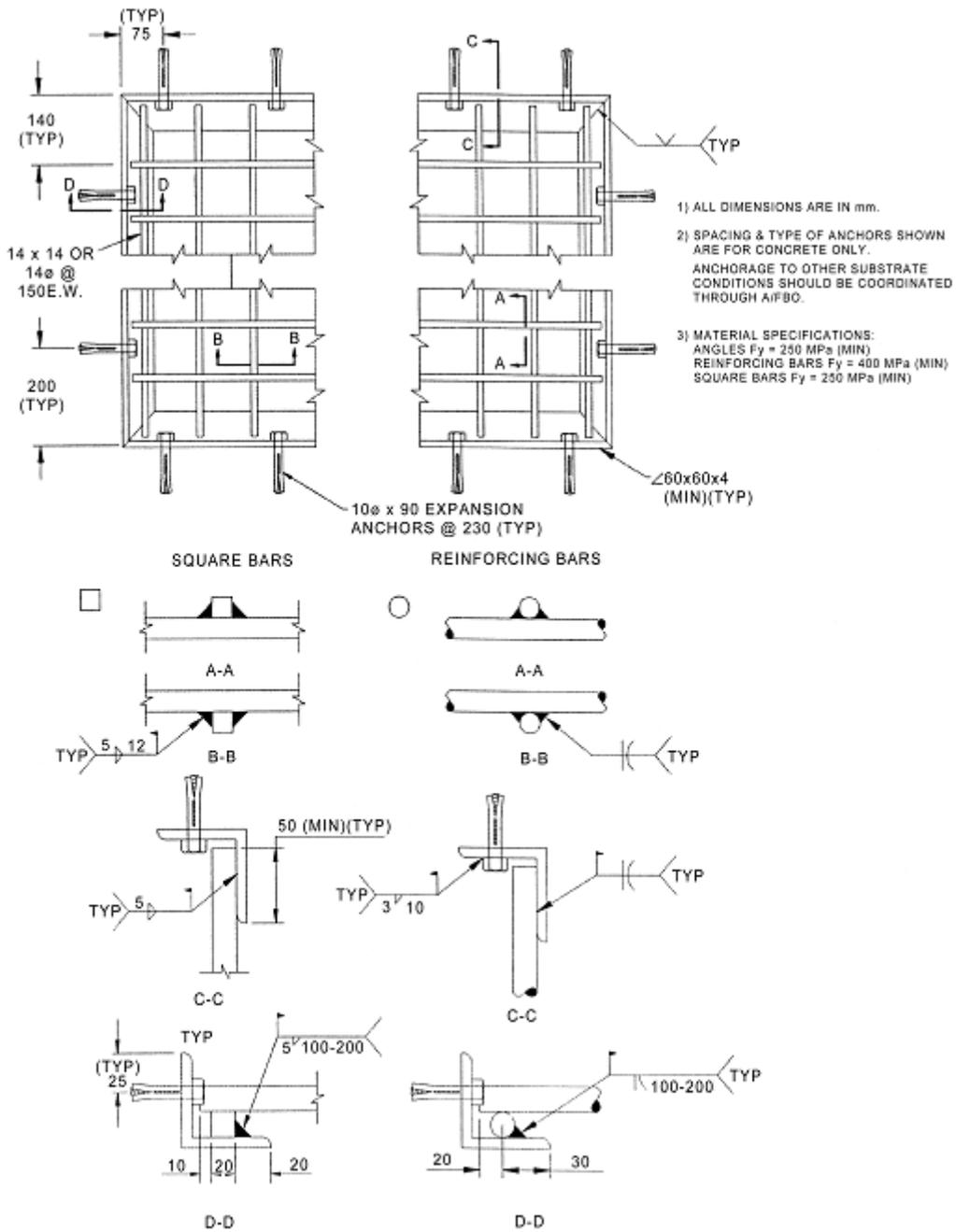
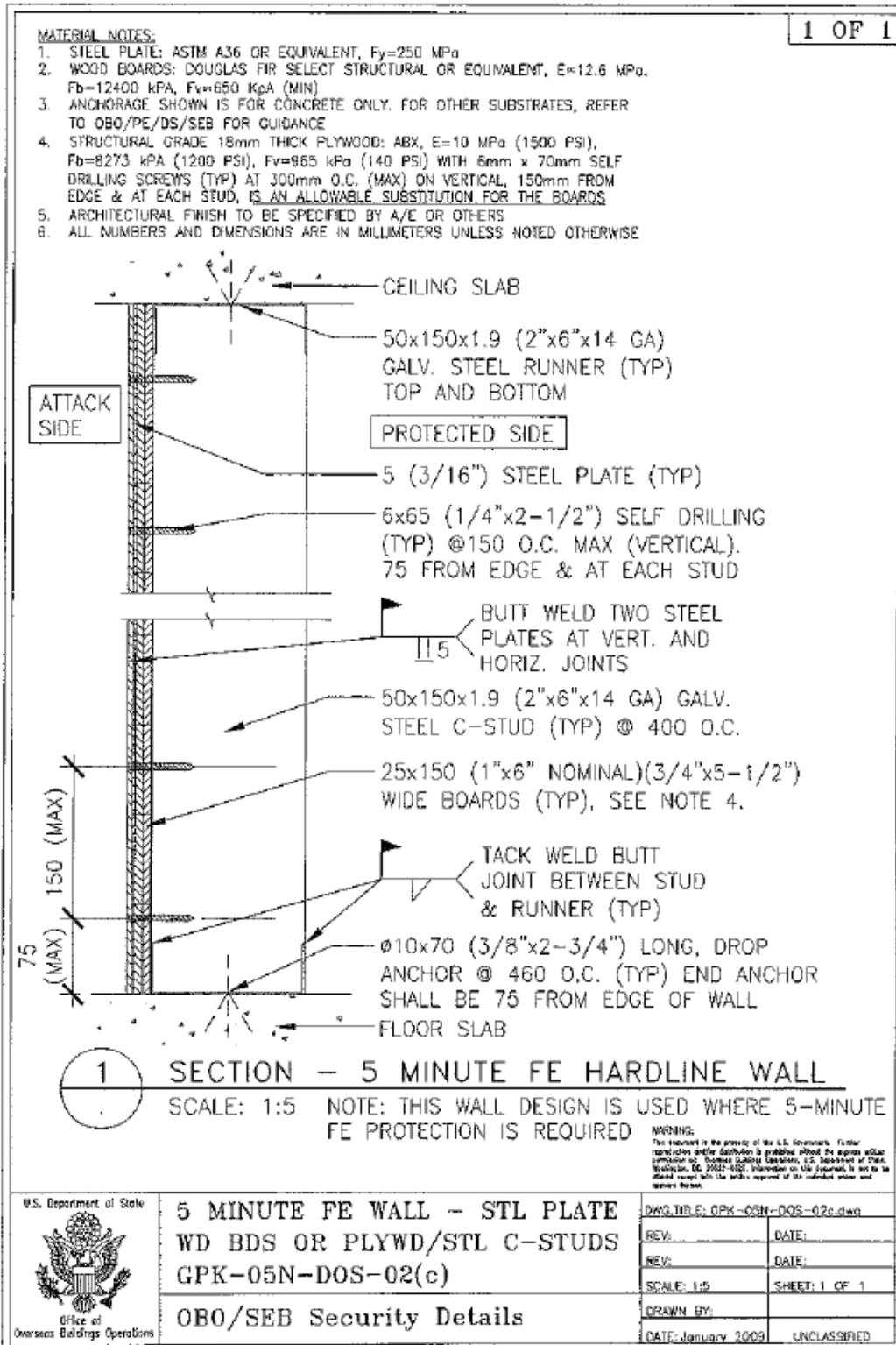


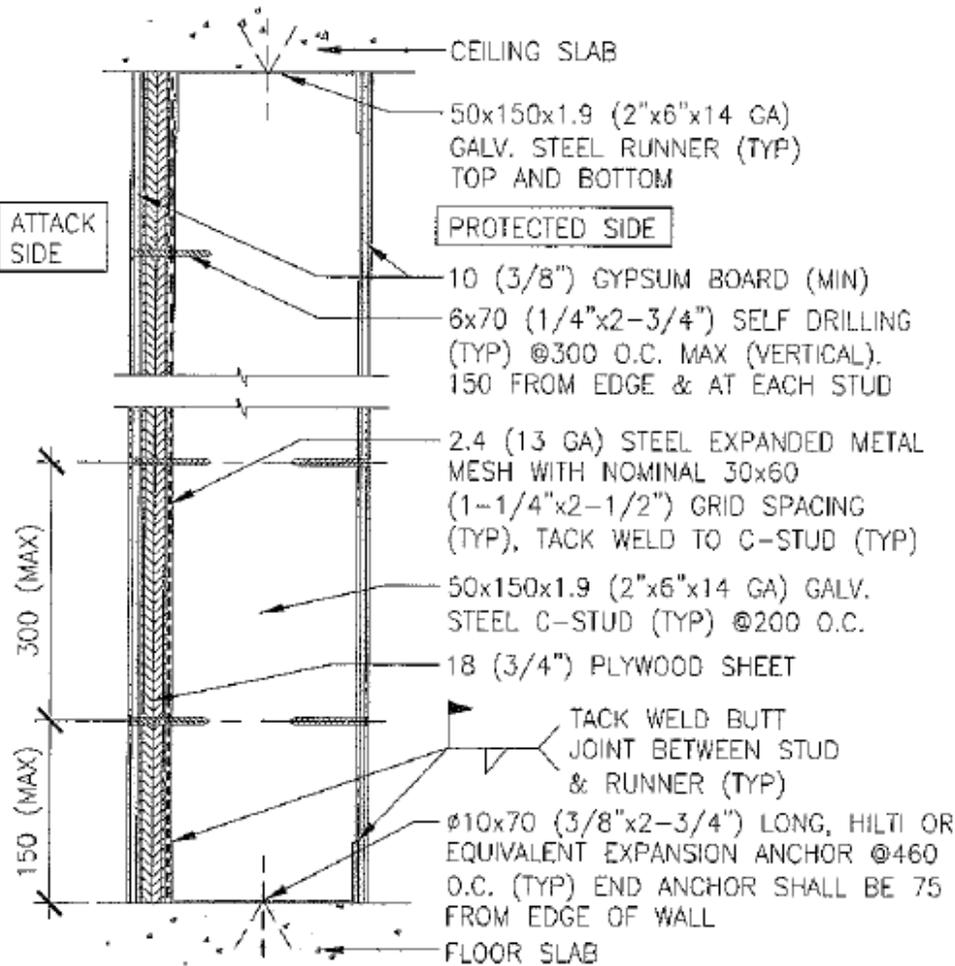
EXHIBIT D-1

Attachment to SOW #5 ~ 5 minute Forced Entry Wall Specification



**MATERIAL NOTES:**

1. STRUCTURAL GRADE PLYWOOD: CLASS - ABX E=10MPa (1500 PSI), Fb=8273 kPa (1200 PSI), Fv=965 kPa (140 PSI)
2. ANCHORAGE SHOWN IS FOR CONCRETE ONLY. FOR OTHER SUBSTRATES, REFER TO OBO/PE/DS/SEB FOR GUIDANCE
3. ALL NUMBERS AND DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE
4. ARCHITECTURAL FINISH TO BE SPECIFIED BY A/E OR OTHERS



**1 SECTION - 5 MINUTE FE HARDLINE WALL**

SCALE: 1:5 NOTE: THIS WALL DESIGN IS USED WHERE 5-MINUTE FE PROTECTION IS REQUIRED

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**5 MINUTE FE WALL-PLYWD/METAL  
METAL MESH/STL C-STUD/GWB  
GPK-05N-DOS-01(c)  
OBO/SEB Security Details**

DWG. TITLE: GPK-05N-DOS-01(c).dwg	
REV:	DATE:
REV:	DATE:
SCALE: 1:5	SHEET: 1 OF 1
DRAWN BY:	
DATE: January 2003	UNCLASSIFIED

Attachment 2 – USG Preliminary Drawings

Plaza progreso with measurements 33 & 34 1 1 1

