06/23/2022

Dear Prospective Offeror:

SUBJECT: Solicitation Number 19BM8022Q0022
29 Halpin Make Ready

The Embassy of the United States of America invites you to submit a proposal for “29 Halpin Make Ready, Maintenance and Repair”.

If you are interested to participate in this project, kindly contact RangoonProcurement@state.gov by 07/05/2022. Site visit will be arranged on/around 07/08/2022. Exact time/date to be confirmed to all the interested contractors subject to entry permit approval.

Your proposal must be submitted to RangoonProposals@state.gov by 5PM, 07/15/2022.

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

1. SF-1442
2. Section A Pricing;
3. Section L, Representations and Certifications

Direct any questions regarding this solicitation to Rangoonprocurement@state.gov.

Sincerely,

Michelle Roggero
Contracting Officer
U.S. Embassy Yangon
SOLICITATION, OFFER, AND AWARD  
(Construction, Alteration, or Repair)  

<table>
<thead>
<tr>
<th>1. SOLICITATION NO.</th>
<th>2. TYPE OF SOLICITATION</th>
<th>3. DATE ISSUED</th>
<th>PAGE OF PAGES</th>
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</thead>
<tbody>
<tr>
<td>19BM8022Q0022</td>
<td>□ SEALED BID (IFB)</td>
<td>06/23/2022</td>
<td>2 of 42</td>
</tr>
<tr>
<td></td>
<td>[x] NEGOTIATED (RFP)</td>
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**IMPORTANT - The “offer” section on the reverse must be fully completed by offeror.**

<table>
<thead>
<tr>
<th>4. CONTRACT NO.</th>
<th>5. REQUISITION/PURCHASE REQUEST NO.</th>
<th>6. PROJECT NO.</th>
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<tbody>
<tr>
<td></td>
<td>PR10816887</td>
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<tr>
<th>7. ISSUED BY CODE</th>
<th>8. ADDRESS OFFER TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Department</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>U.S. Embassy Rangoon</td>
<td>110 University Avenue Road</td>
</tr>
<tr>
<td>110 University Avenue Road</td>
<td>Kamaryut</td>
</tr>
<tr>
<td>Kamaryut, Yangon</td>
<td>Yangon, 11041</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. FOR INFORMATION CALL:</th>
<th>A. NAME</th>
<th>B. TELEPHONE NO. (Include area code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rangoon Procurement</td>
<td></td>
<td>NO COLLECT CALLS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>951 7536 509 Ext 4134</td>
</tr>
</tbody>
</table>

**SOLICITATION**

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Make Ready, M&R for 29 Halpin

Solicitation Number 19BM8022Q0022

11. The Contractor shall begin performance within 10 calendar days and complete it within 40 calendar days after receiving

- ☑ award, ☑ notice to proceed. This performance period is ☑ mandatory, ☑ negotiable. (See ______________.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
(If “YES,” indicate within how many calendar days after award in Item 12B.)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>☑</td>
</tr>
</tbody>
</table>

12B. CALENDAR DAYS

NA
### ADDITIONAL SOLICITATION REQUIREMENTS:

A. The proposal must be emailed to RangoonProposals@state.gov by 17:00 (hour) local time 07/15/2022 (date).

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation

in full text or by reference.

D. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

---

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

<table>
<thead>
<tr>
<th>14. NAME AND ADDRESS OF OFFEROR <em>(Include ZIP Code)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>15. TELEPHONE NO. <em>(Include area code)</em></td>
</tr>
<tr>
<td>16. REMITTANCE ADDRESS <em>(Include only if different than Item 14)</em></td>
</tr>
</tbody>
</table>

**AMOUNTS**

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

19. **ACKNOWLEDGMENT OF AMENDMENTS**

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

<table>
<thead>
<tr>
<th>AMENDMENT NO.</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <em>(Type or print)</em></td>
<td>20B. SIGNATURE</td>
</tr>
</tbody>
</table>

**AWARD** *(To be completed by Government)*
21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ 10 U.S.C. 2304(c)(   ) □ 41 U.S.C. 253(c)(   )</td>
</tr>
</tbody>
</table>

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

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

[ ] 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return ___ copies to issuing office.)*
Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

[ ] 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

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STANDARD FORM 1442
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<th>TABLE OF CONTENTS</th>
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<td>B. SCOPE OF WORK</td>
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<tr>
<td>C. PACKAGING AND MARKING</td>
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<tr>
<td>D. INSPECTION AND ACCEPTANCE</td>
</tr>
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<td>E. DELIVERIES OR PERFORMANCE</td>
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<td>F. ADMINISTRATIVE DATA</td>
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<td>H. CLAUSES</td>
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<tr>
<td>I. LIST OF ATTACHMENTS</td>
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<td>J. QUOTATION INFORMATION</td>
</tr>
<tr>
<td>K. EVALUATION CRITERIA</td>
</tr>
<tr>
<td>L. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS</td>
</tr>
</tbody>
</table>
REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

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

| Total Price (including all labor, materials, overhead and profit) |

A.1 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 line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B. SCOPE OF WORK

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

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

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

29 Halpin Make Ready M&R Project
U.S. Embassy Rangoon
D. **INSPECTION AND ACCEPTANCE**

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

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

D.1 **SUBSTANTIAL COMPLETION**

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

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

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

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

D.2 **FINAL COMPLETION AND ACCEPTANCE**

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.
D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

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

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

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to:
(a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,
(b) prosecute the work diligently, and,
(c) complete the entire work ready for use not later than 40 days after NTP.

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

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

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

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

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

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

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

WORKING HOURS

All work shall be performed during 8 AM to 5 PM follow local working days. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

DELIVERABLES - The following items shall be delivered under this contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Deliver Date</th>
<th>Deliver To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section G. Securities/Insurance</td>
<td>1</td>
<td>10 days after award</td>
<td>CO</td>
</tr>
<tr>
<td>Section D. Request for Substantial Completion</td>
<td>1</td>
<td>15 days before inspection</td>
<td>COR</td>
</tr>
<tr>
<td>Section D. Request for Final Acceptance</td>
<td>1</td>
<td>5 days before inspection</td>
<td>COR</td>
</tr>
</tbody>
</table>
F. ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is J Yaw Sar, Facility Engineer

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

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

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

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

Financial Management Officer
110 University Avenue Road
Kamaryut, 11041, Yangon, Myanmar
G. SPECIAL REQUIREMENTS

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Employee</td>
</tr>
</tbody>
</table>

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

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

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

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

G.3.0 DOCUMENT DESCRIPTIONS

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

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

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

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

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

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

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

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

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

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

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

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 10 days to perform. For each individual the list shall include:

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

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on
G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

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

G.7.0 SPECIAL WARRANTIES

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

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

G.8.0 EQUITABLE ADJUSTMENTS

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

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

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

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS (JUN 2020)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
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<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)</td>
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<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
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<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)</td>
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<tr>
<td>52.204-19</td>
<td>INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)</td>
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<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)</td>
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<td>52.213-4</td>
<td>TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)</td>
</tr>
<tr>
<td>52.216-7</td>
<td>ALLOWABLE COST AND PAYMENT (JUN 2013)</td>
</tr>
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I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—
Covered foreign country means The People’s Republic of China.
Covered telecommunications equipment or services means—
   (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or


Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—
(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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

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

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor’s employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;
(2) Work at heights above 1.8 meters;
(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor’s written safety program.

(c) Mishap Reporting. The contractor is required to report immediately all mishaps to the COR and the contracting officer. A “mishap” is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
(f) Written program. The plan required by paragraph (f)(1) of the clause entitled “Accident Prevention Alternate I” shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

(End of clause)
## I. LIST OF ATTACHMENTS

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J. QUOTATION INFORMATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscrnrr.htm

A. QUALIFICATIONS OF OFFERORS

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

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

B. SUBMISSION OF QUOTATIONS

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

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<td>I</td>
<td>Standard Form 18 including a completed Attachment 4, &quot;BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS&quot;</td>
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<td>II</td>
<td>Performance schedule in the form of a &quot;bar chart&quot; and Business Management/Technical Proposal</td>
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Submit the complete quotation to RangoonProposals@State.Gov before due date.
The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.


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

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

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

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

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
(2) Contract number and type;
(3) Date of the contract award place(s) of performance, and completion dates;
Contract dollar value;
(4) Brief description of the work, including responsibilities; and
(5) Any litigation currently in process or occurring within last 5 years.
C. **52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)**

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

(b) A site visit has been scheduled in 07/08/2022. Time to be confirmed.

(c) Participants will meet at **29 Halpin**.

D. **MAGNITUDE OF CONSTRUCTION PROJECT**

It is anticipated that the range in price of this contract will be: **Reserved**.

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

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

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

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

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

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

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<td>52.214-34</td>
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INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)
K. EVALUATION CRITERIA

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

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

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.
L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

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

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

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

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

(e) Taxpayer Identification Number (TIN).

TIN: ____________________________

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

(e) Type of Organization.
☐ Sole Proprietorship;
☐ Partnership;
☐ Corporate Entity (not tax exempt);
☐ Corporate Entity (tax exempt);
☐ Government Entity (Federal, State or local);
☐ Foreign Government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other ________________________________.

(f) Common Parent.
☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
☐ Name and TIN of common parent:
Name ________________________________
TIN ________________________________
(End of provision)

L.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _236118, _236220, _237110, _237310, _237990._

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

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

   (i) Is set aside for small business and has a value above the simplified acquisition threshold;

   (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

   (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

   (2) If the provision at **52.204-7,** System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the
corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

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

(v) 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.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 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.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xv) **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.

(xvi) **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.

(xvii) **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.

(xviii) **52.223-4**, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) **52.223-22**, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at **52.204-7**.

(xx) **52.225-2**, Buy American Certificate. This provision applies to solicitations containing the clause at **52.225-1**.

(xxi) **52.225-4**, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at **52.225-3**.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) **52.225-6**, Trade Agreements Certificate. This provision applies to solicitations containing the clause at **52.225-5**.

(xxiii) **52.225-20**, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
(xxiv) **52.225-25**, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxv) **52.226-2**, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

   _ (i) **52.204-17**, Ownership or Control of Offeror.
   _ (ii) **52.204-20**, Predecessor of Offeror.
   _ (iii) **52.222-18**, Certification Regarding Knowledge of Child Labor for Listed End Products.
   _ (iv) **52.222-48**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.
   _ (v) **52.222-52**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.
   _ (vi) **52.223-9**, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).
   _ (vii) **52.227-6**, Royalty Information.
       ____ (A) Basic.
       ____ (B) Alternate I.
   _ (viii) **52.227-15**, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through [https://www.sam.gov](https://www.sam.gov). After reviewing the SAM 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.

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

(End of provision)

L.3 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such
as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

L.4. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

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

(End of provision)

L.5. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.
“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

(2) [ ] Outside the United States.

(End of provision)

L.6 AUTHORIZED CONTRACTOR ADMINISTRATOR

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

Name:

Telephone Number:

Address:

L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

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

“Marginalized populations of Sudan” means—

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

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

L.8 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE). (FEB 2021)

(End of provision)

L.9. 52.204-26 Covered Telecommunications Equipment or Services—Representation (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations. (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)
1.0 INTRODUCTION

The U.S. Embassy Rangoon requires the services of a company to perform make ready and maintenance and repair work at 29 Halpin, U.S Embassy Rangoon.

1.1 SCOPE OF WORK

1.1 Protect and cover the surfaces which do not need painting. Use proper painting tape, cloths, plastic cover, as necessary. (Make Ready)

1.2 Paint all interior walls, some doors, some ceilings, and entrance porch of the building. Paint staff room interior walls, ceilings, and common kitchen. Paint gazebo structure and floor. Specific painting areas shall be shown on site visit. Refer to standard painting procedure attached. (Make Ready)

1.3 Clean and re-grout floor tiles at kitchen, storeroom, and laundry room. (Make Ready)

1.4 Replace old carpet at staircase with new carpet. (Make Ready)

1.5 Remove [3] numbers of damaged foldable doors downstairs and replace with teak wood double swing glass pane, including side lights, identical to existing entrance door. (M&R)

1.6 Floor refinishing to TV room and dining room downstairs by applying machine sanding and repolishing. (Maintenance and Repair)

1.7 Replace rotted parquet blocks with new parquet of same size, color, and texture as existing blocks in dining room and living room downstairs – approximately 50 numbers. (M&R)

1.8 Replace rotted baseboard with granite baseboards of same size as old baseboard in dining room. (M&R)

1.9 Repair and replace warped wood panels and ceiling of wardrobe upstairs bedroom # 1. (M&R)

1.10 Replaced damaged door hinges with new 4 solid brass hinges at kitchen entry door. (M&R)
2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide quantity surveyors, construction personnel, equipment, materials, tools, and supervision as needed to complete the services that meet the technical requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with Embassy Facilities personnel.

2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all Phases of the project shall be completed in [40] working days from Contract Award and the Notice to Proceed.

2.3 The Contractor shall have limited access to or be admitted into any structure outside the areas designated for the project except with permission by the Embassy. The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation for continuous occupation of the residence during construction.

2.4 The Contractor shall be required to prepare and submit reports, bill of materials, product literature, drawings, specifications, quality control schedules, safety plan and construction costs. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed project.

2.5 All given measurements shall be confirmed by the Contractor.

2.6 Contractors must provide their own equipment, tools, ladders, and scaffolds.

2.7 Embassy only provides water and electrical power for this work. Contractor must provide all equipment and materials.

2.8 Contractor must follow all working safety regulations and provide their personnel with appropriate safety equipment like gloves, security shoes, ocular protection, earing protection, falling protection etc... A site meeting will be held to discuss safety issues prior to work commencing. The Contractor shall abide by all safety requirements of all U.S. and local Government regulations and specifically all safety requirements in the latest edition of the U.S. Army Corps of Engineers EM 385-1-1 safety and health requirements manual (which can be accessed in English at http://www.publications.usace.army.mil/USACEPublications/EngineerManuals.aspx). The contractor is expected to develop hazard control methods in accordance with EM 385-1-1 and comply with the requirements of in this manual through the duration of the project. The contractor must also abide by United States Occupational Safety and Health Administration (OSHA) safety requirements. The Contractor shall implement EM 385 1-1 and OSHA requirements including the use of appropriate barricades and signs to include wet floor signage, proper fall protection for elevated work, proper inspection and use of all equipment including ladders and electrical appliances which should be properly wired, especially those that require the use of a GFCI (e.g. pressure washers), and proper use of personal protective equipment (PPE).
2.9 Working time and days: **8:30 AM to 4:00 PM, follow local working days**

2.10 Upon completion of work area is to be returned to clean condition with no dust or paint stains in evidence and no excess paint dropping on floors, outlets, or fixtures.

2.11 All retouching works should be included, and the area should be kept clean during and at the end of each working days.

2.12 All damaged areas during the working process should be restored to its original conditions.

2.13 Contractor must remove and dispose all exceeding material.

2.14 The facility, 29 Halpin is located at Dagon township, Yangon. All inspections shall be requested through the Embassy’s Facility Manager [FM] or Contracting Officer Representative [COR].

2.15 Work shall be completed as expeditiously as possible. The facility shall be occupied during the execution of this contract. Contractor shall coordinate with Contracting Officer for work phasing and job sequencing with work commencing and completing in each apartment unit in a sequential manner. Contractor to submit a phasing plan with construction schedule for review and approval prior to commencement of work at the site.

2.16 Contractor may be allowed to overlap phases upon exhibition of sufficient capability to execute the project simultaneously at multiple apartment units with the approval of the Contracting Officer [CO].

### 3.0 CONTRACT ADMINISTRATION

3.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor’s own risk and at no cost to the Embassy.

3.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

3.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.

3.4 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this
SOW, or the extent of coordination between or among the documents provided to the Contractor.

3.5 The Embassy’s review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

3.6 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Office of Overseas Buildings may perform quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the SOW.

3.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any phase of this SOW. This authority may be executed when the Embassy requires time for official functions or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened, and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.

3.8 If any of the Contractor’s services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.

3.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

4.0 RESPONSIBILITY OF THE CONTRACTOR

4.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

4.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.

4.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.
4.4 The Contractor shall provide and submit to the COR Daily Construction Reports, indicating events, work accomplished, materials delivered etc.

4.5 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.

4.6 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed construction shall be easily maintained or replaced with readily available materials and services.

4.7 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.

4.8 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.

4.9 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

5.0 PRE-CONSTRUCTION REQUIREMENTS

5.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.

5.2 Provide a statement that the Contractor’s company and all personnel are experienced in maintenance and repair works similar to type and scope required for the work. The COR may request to visit and inspect a previous construction project completed by the Contractor to verify quality.

5.3 The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the project. The QCS and PSP are intended to document the entire project from beginning to end.

5.4 Submit a copy of a Contractor’s Installation Guarantee covering the work, labor, and equipment for a period of ONE [1] year at no cost to the Embassy signed by the Contractor.

5.5 Submit a Bill of Materials [BOM], product literature, samples, and standard specification
submittals of all materials to be used in the project provided by the contractor. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. These documents will be used by the Embassy to approve all equipment and materials.

6.0 CONSTRUCTION REQUIREMENTS

6.1 No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR. Requests for approvals should be sent to the COR in the appropriate Shop Drawing/Material Approval Request.

6.2 The approval of the drawings and/or materials by the Contracting Officer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings and/or materials will not relieve the Contractor of the responsibility for any error which may exist as the Contractor shall be the responsible for the dimensions, design, quality, adequate connections, details, and satisfactory construction of all work.

6.3 The Contractor shall be responsible for all required materials not provided by the Embassy, equipment, and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

6.4 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.

6.5 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials and equipment.

6.6 Receipt of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.

6.7 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.

6.8 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.
6.9 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.

6.10 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to local water and power lines shall be coordinated with the COR. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall be responsible for making connections including providing back flow preventer devices on connections to domestic water lines, providing transformers, and for disconnections.

6.11 At the end of each workday, or notification of a temporary stop order, the Contractor shall lower and fixed all temporary work platforms and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.

6.12 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, the work and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.

6.13 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state, and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.

6.14 Landscape Restoration - The surfaces of all unpaved areas disturbed by construction activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas which existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

7.0 CRITERIA

7.1 The Contractor work shall in accordance with U.S. codes and standards. The COR will review and comment on the Contractor’s submissions using the following codes and standards:

- American Society for Testing & Materials,
- 2003 International Building Code
- 2003 International Mechanical Code
- 2003 International Plumbing Code
- 2002 National Electrical Code (NFPA)
• Statement of Work for Construction Services

Contractor shall provide specifications, samples, and manufacturer’s data sheets.

8.0 DELIVERABLE SCHEDULE

8.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.

8.2 Milestones:
Contractor Pre-Proposal Site Visit
Award of Contract & Notice to Proceed
Work begins within 3 days of NTP and/or when personnel are cleared by Embassy Security
Work [40] working days

8.3 Project Completion: Furnish one copy of maintenance and operating information, Contractor’s one-year workmanship guarantee and product literature of all items installed.

9.0 PROJECT SECURITY

9.1 The work to be performed under this contract requires that the Contractor, its employees, and sub-contractors shall be cleared by Embassy Security and submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.

9.2 The Contractor shall submit this information including construction vehicle requirements within 10 days of the Notice to Proceed.

10.0 PAYMENTS

10.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer, as well as a schedule of the works in Proposed Performance Chart The Contractor may submit requests for progress payments at monthly intervals to cover the value of labor and materials completed to date. In making progress payments, there shall be retained 10% of the amount due until final completion.

10.2 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is
incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.

10.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor’s Release of Claims Certificate attached.

END OF STATEMENT OF WORK
STANDARD PAINTING PROCEDURES

Interior Masonry and Concrete Surface

1. Complete removal of all old paint and loose surface material by means of scraper or power grinder down to good condition substrate.

Restoration Service - A. Masonry-Interior. (Repairing of interior surfaces, removing of damaged and loose plaster and application of new plaster)

1. Thoroughly remove all deteriorated plaster by mechanical means down to good condition substrate.
2. Perform repairs on major cracks by stapling method and finishing off with approved quality cement mortar.
3. Restore damaged plaster area with approved quality cement mortar.

Restoration Service - B. Masonry-Interior (areas of evading efflorescence and rust expansion.)

1. Thoroughly remove all paints and deteriorated plaster by mechanical means down to good condition.
2. In the case of rust expansion, after the plaster or concrete over steel reinforcement is removed, the rust, dirt, grease, moisture and scale are to be thoroughly removed and re-plastered to the existing texture and pattern with the approved quality cement mortar or concrete.
3. Perform repairs on major cracks by stapling method and finishing off with approved quality cement mortar.
4. Restore the area where efflorescence occurred with approved quality cement mortar mixed with WEBER or COPROX additive added to the mortar in the ratio of manufacturer’s recommendation to the quantity of the cement being used.
5. Apply 1 coat of COPROX solution to prevent further evasion of efflorescence. WEBER or COPROX application shall be in accordance with the manufacturer’s instructions.
(see painting)

Wood and Metal

Surface Preparation, wooden surfaces

1. Remove all loose surface material.
2. Wood to be painted must be dry, clean free from oil/grease.
3. Completely remove all paint from sides, top and bottom of doors, windows and painted cabinetry to allow ease of operation after painting.
4. Smooth surface by coarse and fine sanding. (see painting)
Surface Preparation, Metal surfaces

5. Remove all loose surface material by means of power brushing or sand paper.
6. Metal to be painted must be dry, clean free from oil/grease.
7. Smooth surface by coarse and fine sanding. (see painting)

Interior Painting service

Approved Sealer

8. Alkali Resistant Solvent Base Sealer/Primer (Oil Base Sealer) for metal, wood and where before apply enamel paint.
9. Alkali Resistant Water Base Sealer/Primer for concrete and masonry wall and where before apply emulsion paint

APPROVED PAINT BRANDS FOR EXTERIOR

10. UPG PREMIER GRADE OR EQUIVALENT

APPROVED PUTTY/ FILLER BRANDS

11. CEMENTITIOUS SKIM COAT
12. RJ Wall Putty
13. Smart putty
14. Smart Coat

GENERAL REQUIREMENTS

Painting, Emulsion paint (Interior masonry and concrete surfaces)

15. Apply 1 coat alkali resistant sealer/primer to all surfaces to be painted.
16. Apply filler and smooth with fine sandpaper to avoid blemishes on finish surface.
17. Filler shall not be thicker than 1/16 of an inch.
18. Apply 1 coat alkali resistant sealer/primer to all surfaces to be painted.
19. Allow 24 hours minimum drying time for over coating.
20. Apply 100% acrylic, Interior Grade paint, providing Apply 2 coats or more of Emulsion paint until the surface is fully opaque over all surfaces.
Painting, Enamel paint (new wood)

1. Before painting, the surface must be clean, free from dust and any foreign matter.
2. Prepare by sanding to establish a smooth clean surface.
3. Apply one coat of solvent base sealer/primer.
4. Let dry for minimum of 2 hours.
5. Level out any irregularities of the applied substrate by fine sanding.
6. Apply 2 coats or more of Enamel paint until the surface is fully opaque.

Painting, Enamel paint (existing Wood)

1. Before painting, the surface must be clean, free from dust and any foreign matter.
2. Level out any irregularities of the applied substrate by fine sanding. Apply one coat of solvent base sealer/primer.
3. Apply 2 coats or more of Enamel paint until the surface is fully opaque.

Painting, Enamel paint (New metal)

1. Apply 1 coat of lead free primer to the surfaces to be painted.
2. Apply 2 coats or more of Enamel paint until the surface is fully opaque.

Painting, Enamel paint (Existing Metal)

1. Before painting, the surface must be clean, free from dust and any foreign matter.
2. Prepare by sanding to establish a smooth clean surface.
3. Apply 2 coats or more of Enamel paint until the surface is fully opaque.
The purpose of this document is to ensure compliance with current safety regulations as well as the health and safety of personnel avoid any damage or injury. The contractor will accept all legal requirements or regulations currently enforced that concern safety for staff and workers, as well as for the public who directly or indirectly may be affected by the work.

The Contracting Officer’s Representative (COR) will ensure all the Safety Requirements are implemented before and during the project and, in case it is needed, the COR will be in contact with the Post Occupational Safety and Health Officer (POSHO) to ensure all the safety standards are followed and to share any related information if possible.

The contractor will follow the more restrictive standard between the Safety and Health Requirements Manual established by the US Army Corps of Engineers (http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) as follows:

1. **General Safety Requirements**

   a. The contractor must demonstrate understanding of his/her responsibilities related to the safety requirements by addressing hazards in preplanning processes and meetings.
   
   b. Prior to starting a project, the contractor is required to review the work site and identify hazards that may occur while performing the job.
   
   c. The contractor is expected to provide a “competent person” to implement Site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.
   
   d. The contractor is required to provide the proof of payment of local insurances (EPS, ARL) of all the employees that will be involved in the project. Likewise, the contractor is required to provide monthly payment documents of local insurance for the length of work.
   
   e. The contractor will conduct a safety briefing or toolbox talk and should have document record before starting daily work.
   
   f. Contractor personnel who have signs of drunkenness or who are under the influence of stimulants or hallucinogens will be denied entry to the work area.
   
   g. The contractor shall ensure individuals working at the site are trained and aware of potential hazards. The contractor shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.
   
   h. The contractor must accept the safety standards set by the US Embassy.
   
   i. All workers will remove all chains, rings, watches and/or bracelets during the execution of work.
   
   j. Smoking is prohibited at the work site and will use only designated area for smokers.
   
   k. The contractor will report accidents to the COR who will pass the proper data to the POSHO or Safety Coordinator.
2. **Barricading and Warning Signs**

   a. The **contractor** shall place provisional **barricades and warning signs** to maintain a safe and accessible path-of-travel for all pedestrians, including those with disabilities, in order to avoid accidents to third parties. Barricades alert others about hazards created by construction activities and should be used to control vehicular traffic around the work site as well.

   b. Erect and maintain for the duration of the Contract **proper barricades including fencing material, traffic cones, caution tape and temporary curb ramps** complying with all access codes and regulations.

   c. Ensure that **no construction materials be stored** and/or **placed on the path-of travel**.

   d. **Maintain the construction barriers** in a sound, neat, and clean condition.

3. **Personal Protective Equipment (PPE) Requirements**

   a. **Contractor personnel** must use **personal protective equipment** (PPE) required and in accordance with the contracted work.

   b. The **contractor** is required to **inspect and maintain spare PPE** in case of damage, deterioration or loss of the equipment.

   c. The PPE used must meet the technical specifications required by **OSHA standard** or **international standards**.

      1) Safety Helmet
      2) Safety Goggles/safety glass
      3) Safety gloves
      4) Safety mask (N95 minimum while performing dusty works)
      5) Safety shoes
      6) High-visibility vest (unique color while performing at night)
      7) Proper attire (100% No longyi & wear long sleeve & long pants)
      8) Full body harness with shock absorber (safety belt is not allowed to use as fall prevention device)

      **Note**: Additional PPE shall be required base on the task and as per COR and or Safety representatives of the US Embassy.

   d. **Sharp cutting tools** shall be **carried** in Tools **Carrying Cases**; under no circumstances they are to be carried in uniform pockets.

   e. In those tasks **where PPE certified is required**, the **contractor** shall provide the current certification.

   f. The contractor shall provide records of PPE received for all the employees involved in the task.

4. **Safety inspections requirements**

   a. **All tools, equipment** and/or machinery that will be used in the execution of the **contracted work shall be inspected by a competent person** before starting the project.

   b. **COR and/or Safety representatives of the US Embassy** may inspect equipment, tools and/or machinery of the **contractor at any time and may request to change it if deemed necessary**.
5. **Hand and Power Tool Safety**
   a. The contractor ensures the safety of tools and equipment used by its employees.
   b. Inspect at regular intervals and maintain in good condition all tools in accordance with the manufacturer’s specifications.
   c. Ensure that tools are used for their intended purposes.

6. **Emergency Response Requirements**
   a. In case of an emergency within the US Embassy facilities and/or during the execution of the contracted work, contractor personnel must follow the instructions given by the Embassy representative (escort) who is supervising the work, or security personnel.
   b. The contractor shall not obstruct emergency response equipment such as first aid kits, fire extinguishers, fire cabinets, defibrillators, spill kits, stretchers, eye wash stations or safety signs.

7. **High Risk Work Requirements**
   a. The contractor shall submit certificates of training for each person who will conduct the task. These certificates shall be submitted before starting the execution of the project.
   b. The contractor shall prepare a work permit specifically for the task and shall be provided to the COR before the initiation of work.
   c. The contractor must send a risk assessment of the task in a minimum period of eight working days before commencement of work. The POSHO or Safety Coordinator will review the document and make any comment it deems necessary.
   d. The execution of high-risk activities will be carried out with a minimum of two people present that may give first aid or notice in case of emergency.

8. **Electrical Safety**
   a. The contractor shall fully comply with the Embassy policies related with Electrical Safety Work Practices and Work-de energized to prevent any incident that may impact the health of personnel and/or Post electrical systems.
   b. All personnel conducting electrical work shall be enough trained and considered as competent persons prior to performing the work.
   c. The contractor should identify any potential sources of electrical energy likely to cause death, injury, or serious physical harm.
   d. During the task, electrical safety equipment must wear to prevent from electrical hazard. (example, electrical insulating gloves, Arc flash suit (if required))
   e. Ensure all work is performed in accordance with OSHA standards.

9. **Fall Protection Requirements**
   All work performed at more than 6 feet or greater above (construction industry) a lower level is considered work at heights based on OSHA standard:
a. **All equipment** to work at elevated surfaces must meet at least the **ANSI Z359.1 standards or European counterparts.**
b. All contractor personnel using equipment for work at heights shall follow the instructions and warnings associated with such equipment.
c. **Contractor personnel** will not use as an anchor point for work, ladders, piping or pipe supports.
d. Anchor point must have capable of **supporting at least 5000 pounds (22.2KN)** for each employee attached.
e. **Use insulate ladder** to work with electricity and areas with electrical influence.
f. It is **forbidden** to stand on or above the second top rung of the ladders.
g. All personnel performing work above 5 ft (1.5mts) must use at least the following personal protection equipment: **helmet (insulate if needed), with chin strap** and three support points, **safety glasses** that protect eyes from impacts, with UV protection; **hearing protection if necessary, gloves** with high resistance to abrasion, slip reinforced toe boots, work clothes according to weather conditions and risk factors and proper fall protection systems.

### 10. Scaffolding Requirements

a. The **contractor** is **responsible for proving safe conditions** when using, erecting and breaking down scaffolding.
b. **Scaffolds should be erected and dismantled by competent workers, under the supervision of knowledgeable and experienced supervisors.**
c. Scaffolds should be erected on a rigid surface, capable of carrying the maximum intended load without settling or displacement.
d. **Ensure scaffold** is equipped with **standard guardrails and toe boards** on all open sides and ends of platforms four to ten feet in height.
e. Provide an **access ladder or equivalent safe access.**
f. Supported scaffolds with a height to base width ratio of more than four to one (4:1) shall be restrained from tipping by guying, tying, bracing, or equivalent means.

### 11. Requirements for Chemical Substance Management

a. If **the contracted task** requires the use of chemicals, the **contractor** must **comply** with the specifications required by **OSHA’s standards for storage, handling and transportation.**
b. **The contractor** is **responsible** for verifying the **correct handling of each product** such as **storage, labeling**, required **PPE**, disposal of waste in compliance with safety and environment regulations.
c. **Contractor** shall have **accessible copies of Safety Data Sheets (SDS)** for each chemical brought onto Post’s property.
d. **Forward SDSs** of hazardous materials **to the COR for review.**
e. **Use and store all hazardous or flammable chemicals** brought on the project site in **approved containers.**
12. Requirements for Lifting loads, use of cranes or elevating work platforms

a. The contractor must submit to the COR and/or APOSHO the certificates of the equipment used for the work (including forklift, cranes and elevating platforms) and required documents of the vehicles.

b. The contractor must send to the COR and/or APOSHO all the certificates of all the slings, chains, shackles or other elements used for lifting loads.

c. The contractor MUST submit lifting plan (which include type of crane, capacity of crane, distance between crane and load, indicate and mark of load chart, type of sling and lifting method) to COR and/or APOSH.

d. The contractor shall send to the COR and/or APOSHO the training certificates of all the personnel that will perform the task.

e. The contractor shall send to the COR the Maintenance Program of the equipment and machinery that will be brought onto the compound.

f. The contractor shall forward to the COR the loading and unloading procedure prior to the operation.

g. The contractor must plan to ensure the lifting capacity of the crane or arm relative to its load.

13. Welding

The contractor is responsible for the actions of which the following

a. Never perform hot work in areas containing flammable or combustible material or residues until the area has been cleaned.

b. All combustibles must be relocated a minimum of 35 feet from the hot work operation.

c. Any combustibles remaining in the area must be protected with metal guards or flameproof curtains or fire blanket (not ordinary tarpaulins).

d. Surrounding worksurfaces shall be swept clean. If the surface is combustible. It should be wet down.

e. All doors shall be closed, and all floor and wall openings within 35 feet of the hot work area, including cracks and ductwork, be tightly covered.

f. For all cutting and welding operations only perform authorized, properly trained persons.

g. Explosive gases or vapor shall be verified with a combustible gas detection instrument prior to the work.

h. Atmospheric monitoring shall be conducted prior to any hot work taking place where there is potential for atmospheric hazard and fire hazards.

i. Detector calibration certificate shall not be more than 6 months.

j. At a minimum a five-pound ABC rated extinguisher and trained personnel must be available at the hot work area.

k. Operator must use PPE specifically designed for hot work. Example

   1) Welding helmet

   2) Safety mask (at least N97 mask, recommend NIOSH approved for respiratory protection)

   3) Welding glove (flame resistance)

   4) Welding apron (flame resistance)
5) **Face shield (for grinding purpose)**

6) **Safety glass or goggle (for grinding purpose)**

i. Fire alarm shall be evaluated and measure must be taken to prevent false alarms. Potential for smoke, heat and airborne dust that might trigger a fire alarm.

m. Sprinkler systems cannot be shut off, so sprinkler heads should be shield and that shield should be removed when the work is completed.

n. **Firewatch** is required and shall be present during hot work operations and remain a minimum of 30 minutes after completion.

o. All cutting and welding equipment are in good condition.

p. **For Oxygen-fuel gas welding and cutting, Flash-back protection** shall be provided by an approved device that will prevent flame from passing into the fuel-gas system.

14. **Road Safety Requirements**

   a. The vehicle must have the basic elements of emergency response. NTC 4532.
   
   b. Vans and trucks must have vehicle back-up alarms and back-up sensors.
   
   c. The contractor shall submit to the COR the required documents of vehicles (SOAT, ownership card and mechanical inspections).

15. **Requirements Confined Spaces**

   a. For any work to be performed in confined spaces, the contractor must consult with the COR and/or APOSHO to identify and comply with all the mandatory requirements established by OBO/SHEM.

16. **Tree trimming and removal**

   a. **Ensure that all power lines are de-energized.**
   
   b. All tree trimming or removal work **within 10 feet of a power line must be done by trained and experienced line-clearance tree trimmers.** A second tree trimmer is required within normal voice communication range.
   
   c. Line-clearance tree trimmers shall be aware of and maintain the proper minimum approach distances when working around energized power lines.
   
   d. Use **extreme caution** when moving ladders and equipment around downed trees and power lines.
   
   e. Stay alert at all times.
   
   f. **Do not trim** trees in dangerous weather conditions.
   
   g. Perform a hazard assessment of the work area before starting work.
   
   h. Eliminate or minimize exposure to hazards at the tree and in the surrounding area.
   
   i. Operators of chain saws and other equipment shall be trained, and the equipment properly maintained.
   
   j. Use **personal protective equipment** such as gloves, safety glasses, hard hats, hearing protection, etc., as recommended in the equipment manufacturer’s operating manual.
   
   k. **Determine the tree’s felling direction.** Address forward lean, back lean, and/or side lean issues.
I. Determine the proper amount of hinge wood to safely guide the tree’s fall. Provide a retreat path to a safe location.

m. Inspect tree limbs for strength and stability before climbing. Tree trimmers working at the top must use appropriate fall protection.

n. Do not climb with tools in your hands.

o. If broken trees are under pressure, determine the direction of the pressure and make small cuts to release it.

p. Use extreme care when felling a tree that has not fallen completely to the ground and is lodged against another tree.

q. Never turn your back on a falling tree.

r. Be alert and avoid objects thrown back by a tree as it falls.

Additional Notes

The Embassy COR will work directly with the contractor ensuring all Safety Requirements are met as describe in this document and in case it is needed the COR will report to the Embassy POSHO or Safety Coordinator any deficiency found before or during the execution of the project.

In case the COR identifies unsafe acts or conditions that could affect significantly the health or safety of Embassy personnel, contractors, subcontractors, third parties or government property, the work can be stopped by the COR until the condition is fixed. If different work conditions appear during the project, the COR can indicate further safety requirements to the contractor.

The COR may share safety related information with the POSHO and Safety Coordinator to guarantee personnel safety and government property conservation.