

July 31, 2017

Subject: Request for Quotations number PR6561418

Enclosed is a Request for Quotations (RFQ) for Gorgona Island Environmental Studies. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to FernandezJM@state.gov by the date and time stated in the attached solicitation. No quotations will be accepted after this time.

In order for a quotation to be considered, you must adhere to all the solicitation instructions and provide all information in the required format.

The U.S. Government intends to award a purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions if it is in the best interest of the Government to do so.

Sincerely,

Juan M. Fernandez
Contracting Officer

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)	THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF PAGES 1 1
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1. REQUEST NO. PR6561418	2. DATE ISSUED 07/31/2017	3. REQUISITION/PURCHASE REQUEST NO. PR6561418	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING N/A
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5a. ISSUED BY U.S. Embassy Bogota - INL	6. DELIVER BY (Date) See Block 11b
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
NAME See Block 11b	TELEPHONE NUMBER	
	AREA CODE	NUMBER

8. TO:		9. DESTINATION Refer to Block 11(b)	
a. NAME See Block 11b	b. COMPANY	b. STREET ADDRESS	
c. STREET ADDRESS		c. CITY	
d. CITY	e. STATE	f. ZIP CODE	d. STATE e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) Refer to RFQ	IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Refer to Attached Continuation Pages				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
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NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER		14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		16. SIGNER	
b. STREET ADDRESS			
c. COUNTY		a. NAME (Type or print)	b. TELEPHONE AREA CODE
d. CITY	e. STATE f. ZIP CODE	c. TITLE (Type or print)	NUMBER

RFQ Number PR6561418

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SECTION 1 – SCHEDULE

Continuation to SF-18, RFQ Number PR6561418

1.0 TYPE OF CONTRACT

This is a firm-fixed price purchase order for the commercial services described below. The price includes all direct and indirect costs, overhead, general and administrative expense, profit, shipping/delivery charges, insurance, assembly, site visits, tests, supervision, labor, transportation, lodging, food, administration, equipment, material, and any other costs required to complete all purchase order requirements.

The price will not be subject to adjustment after award. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of completing the contract. The Government will not adjust the contract price due to fluctuations in the cost of contract performance or due to fluctuations in exchange rates.

This is a firm-fixed- price (FFP) purchase order payable entirely in Colombian Pesos (COP).

2.0 PROPOSED PRICES

Item	Description	Qty	Unit Price	Extended Price
0001	ACTIVITY 1			
0001A	Product 1: Report of the basic survey of the marine environment in the direct and defined surrounding areas affected by the construction of the pier	1 Job		
0002	ACTIVITY 2			
0002A	Product 2: Report of the basic survey of abiotic component in the direct and defined surrounding areas affected by the construction of the pier	1 Job		
0002B	Product 5: Report of the detailed survey of the marine environment and its abiotic component in the direct and defined surrounding areas affected by the construction of the pier	1 Job		
0003	ACTIVITY 3			
0003A	Product 3: Report of the basic survey of the land environment in the direct and defined surrounding areas affected by the construction of the CG station, the tower site, and the trails	1 Job		

0003B	Product 6: Report of the detailed survey of land environment in the direct and defined surrounding areas affected by the construction of the CG station, the tower site, and the trails	1 Job		
0004	ACTIVITY 4			
0004A	Product 4: Basic proposal for the adjustment of Environmental Impact Survey, the Environmental Management Plan, and Biodiversity Loss Compensation Plan	1 Job		
0004B	Product 7: Updated, adjusted and complemented Environmental Impact Survey, Environmental Management Plan and Biodiversity Loss Compensation Plan	1 Job		
GRAND TOTAL				

3.0 REQUIRED PRODUCTS AND SERVICES

Refer to Attachment 1 – Performance Work Statement

4.0 VALUE ADDED TAX

Value Added Tax (VAT) is not applicable to this purchase order and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

5.0 REQUIRED INSURANCE

The Contractor shall obtain, at no additional cost to the Government, at least the following insurance. The Contractor shall provide to the COR proof of said insurance(s) prior to commencement of work and no later than ten (10) days after award of the purchase order.

1. Defense Base Act (DBA) Insurance. 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/lscarrrier.htm>.
2. Performance Policy (Póliza de Cumplimiento): Submitted in a sum equal to 30% of the value of the contract and valid for the duration of the contract and a further two months.
3. Payment Policy (Póliza de Pago de Salarios y Prestaciones Sociales): Submitted in a sum equal to 20% of the value of the contract, and valid for the duration of the contract and a further two years for the salaries and social benefits of the workers.

4. Liability Policy (Póliza de Responsabilidad Civil Extra-Contractual): Submitted in a sum equal to 30% of the value of the contract, and valid for the duration of the contract and a further two months covering contractual and Third Party Civil Liability.

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

The Contractor 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.

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.

If the Contractor intends to use any subcontractors under this contract, the Contractor must ensure that the subcontractor carries the types and amounts of insurance identified in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

6.0 LAWS AND REGULATIONS

Compliance Required. The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. 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.

7.0 SAFETY

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

1. Provide appropriate safety barricades, signs and signal lights;
2. Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
3. Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

4. Additional requirements regarding safety if the work involves the following items shall be as per required Colombian safety standards:
 - a. Scaffolding
 - b. Work at heights
 - c. Trenching or other excavation
 - d. Earth moving equipment
 - e. 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;
 - f. 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.);
 - g. 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 hazardous noise levels.

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

8.0 DAMAGE TO PERSONS OR PROPERTY

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

9.0 INVOICING INSTRUCTIONS

The Contractor must submit invoice(s) for payment via electronic invoice:

Electronic Invoice(s) via PDF File

The contractor must send an electronic copy of invoice(s) to the following e-mail address: BogotaFactura@state.gov

The PDF File must be marked as follows: **PR Number_Company Name**

For example: PR1234567_ABCShipping.pdf

The subject of the email must be exactly the same as the electronic invoice file name: **Subject: PR Number_Company Name**

Vendors may request a payment status update directly from the Financial Management Center by emailing BogotaPS@state.gov beginning 30 days after submitting an invoice for payment.

A proper invoice must include the following information:

1. Contractor's name and bank account information for payments by wire transfers;
2. Contractor's name, telephone, and mailing address;
3. Invoice date and number;
4. Procurement Request Number (PR);
5. Prompt payment discount, if any
6. Description, quantity, unit of measure, unit price, and extended price of property delivered or services performed;
7. Name, title, phone number, and address of person to contact in case of defective invoice.
8. Identification as "Original Invoice." Any copy of an Original Invoice should be marked "Copy of Original Invoice" with a sequential number (1st, 2nd, 3rd, etc.).

Note: If an invoice does not comply with the above requirements, the Embassy reserves the right to reject the invoice as improper and return it to the Contractor within seven (7) calendar days. The Contractor must then resubmit a proper invoice.

10.0 INSPECTION AND ACCEPTANCE OF SUPPLIES

Unless otherwise specified at the delivery order level, inspection and acceptance of supplies to be delivered under this contract shall be made at destination by the Contracting Officer (or an authorized representative appointed in accordance with DOSAR 652.242-70).

11.0 INSPECTION AND ACCEPTANCE OF SERVICES

Unless otherwise specified at the task order level, inspection and acceptance of services to be provided under this contract shall be made by the Contracting Officer (or an authorized representative appointed in accordance with DOSAR 652.242-70).

12.0 INL SOURCE-NATIONALITY RESTRICTIONS

(a) Except as may be specifically approved by the contracting officer, the contractor must procure all commodities (*e.g.*, equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR part 228 "Rules on Procurement of Commodities and Services Financed by USAID." Guidance on eligibility of specific goods or services, and applicable INL waivers, may be obtained from the contracting officer.

(b) *Restricted goods.* The contractor must obtain prior written approval of the contracting officer or comply with required procedures under an applicable waiver as provided by the contracting officer when procuring any of the following goods or services:

- (1) Agricultural commodities;
- (2) Motor vehicles;
- (3) Pharmaceuticals and contraceptive items;
- (4) Pesticides;

- (5) Fertilizer;
- (6) Used equipment; or
- (7) U.S. Government-owned excess property.

If the contracting officer determines that the contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the contracting officer or fails to comply with required procedures under an applicable waiver as provided by the contracting officer, and has received payment for such purposes, the contracting officer may require the contractor to refund the entire amount of the purchase.

13.0 EXPORT RESTRICTIONS

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract.
- (b) In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (c) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this order, including instances where the work is to be performed in the US where the foreign person will have access to export-controlled technical data or software.
- (d) The Contractor shall be responsible for all regulatory recordkeeping requirements associated with the use of licenses and license exemptions/exceptions.
- (e) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
- (f) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations.

14.0 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

15.0 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity at all times and shall be responsible for their employee's

performance and the quality of the employees' services. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the U. S. Government. The U.S. Government reserves the right to direct the Contractor to remove an employee from performance under this contract for failure to comply with said standards of conduct. The Contractor shall immediately replace such an employee at no additional cost to the Government.

16.0 SAFEGUARDING INFORMATION

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

The Contractor, or anyone acting on its behalf, shall not refer to the supplies, services, or equipment furnished under this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer (CO).

All information provided under this scope is confidential and the contractor shall take the necessary measures to protect the information, the contractor shall not use or allow others to use the documents or disclose them to any person outside those involved in the execution of the scope of work.

All specifications, drawings, and copies thereof, and models, are property of the Government.

17.0 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

18.0 KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel: **TDB at time of award.**

(b) The contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. The contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) In the case of substitution of Key Personnel, all proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days in advance of the proposed substitution. Such notification shall include:

- (1) an explanation of the circumstances necessitating the substitution;
- (2) a complete resume of the proposed substitute; and
- (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the contractor is maintaining the same high quality of personnel that provided the partial basis for award.

19.0 REMOVAL OF PERSONNEL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. 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.

SECTION 2 - CONTRACT CLAUSES

I. FAR 52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

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

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

NUMBER	TITLE	DATE
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.212-4	Contract Terms and Conditions—Commercial Items	JAN 2017
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
652.229-71	Personal property Disposition at Posts Abroad	AUG 1999
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

II. Applicable Clauses Provided in Full-Text

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Nov 2016) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

___ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

(a) The Contracting Officer may designate in writing one or more Government employees, by name and 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 **will be appointed in writing by the Contracting Officer.**

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

I. FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

NUMBER	TITLE	DATE
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.212-1	Instructions to Offerors—Commercial Items	JAN 2017
52.214-34	Submission of Offers in the English Language	APR 1991

II. Addendum to FAR 52.212-1

1.0 QUESTIONS REGARDING THIS SOLICITATION

To be considered, all questions pertaining to this solicitation must be emailed to FernandezJM@state.gov no later than **August 7, 2017**. Questions received after this date and time may not be answered prior to the solicitation closing.

2.0 SUBMISSION OF QUOTATIONS

To be considered for award quotations must be submitted via email to FernandezJM@state.gov. Quotations must be received by the Government, at the abovementioned email addresses, **no later than 15:00 hours local (Bogota, Colombia) time on August 14, 2017**. Quotations received after this exact date and time will not be considered for award. No other method of quotation submission is acceptable. Quotations received through other methods will not be considered for award.

If your company's quotation will exceed 5 MB you must contact FernandezJM@state.gov to receive further instructions.

3.0 QUOTE PREPARATION INSTRUCTIONS

To be considered for award, each quote must include:

- (a) Completed SF-18. Complete blocks 12, 13, 14, 15, and 16.
- (b) Proposed Prices: Complete table in Section I – Schedule, Item 2.0, Proposed Prices.
- (c) Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or

information, or reject the terms and conditions of the solicitation may be excluded from consideration.

- (d) List of clients over the past three (3) years, demonstrating relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). Quoters are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the quoter's:
- Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

Utilize Attachment 2 to submit present and past performance information.

- (e) Documentation of the company: According to the information requested in Attachment 3 – Firm and Project Information. Include any additional information necessary to demonstrate the company meets the required Corporate Experience requirements.
- (f) List of proposed project team. Provide resumes only for those individuals your company considers to be Key Personnel.
- (g) Work Plan to include:
- Description of how the Contractor will carry out the work.
 - Proposed quality control and assurance procedures.
 - Project schedule including the sequencing of activities.
 - Methodologies to be used.
- (h) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work. Provide documentation certifying the current research permits and certified labs with whom the contractor will work.
- (i) The quoter shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided. Include a copy of a current Colombian Chamber of Commerce Certificate.
- (j) Representations and Certifications: Complete, sign, and submit all representations and certifications included in section 5 of this solicitation.

SECTION 4 - EVALUATION FACTORS

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

- The Government reserves the right to reject quotations that are incomplete, non-compliant with the terms of this solicitation, or that are unreasonably high in price.
- Award will be made to the lowest priced, technically acceptable, responsible quoter. **The Government intends to award a single purchase order as a result of this solicitation.**
- The Government will evaluate an offeror's past and present record of performance. Only those offeror's whose past and present record of performance demonstrates successful completion of contract requirements and flexibility in meeting customer requirements will be considered for award. The Government will only consider past performance references that are not older than three (3) years from the date of release of this solicitation and that are similar in size, scope, and complexity to solicitation requirements.
- The Government will evaluate the proposed project team composition and qualifications and experience of key personnel. The Government will only consider for award those companies that the Government determines have a high likelihood of satisfactorily completing the required services based on the proposed project team and key personnel.
- The Government will evaluate the proposed work plan to ensure understanding with PWS requirements and a logical sequencing of work. The Government will only consider for award those companies whose proposed work plan, to include work sequencing, demonstrates an acceptable understanding of PWS requirements.
- Corporate Experience and Other Requirements: Companies that have no prior experience conducting the type of scientific studies described in this solicitation will not be considered for award. To be considered for award, the quoter must meet the following requirements:

Legal company with certified experience of at least three (3) years carrying out projects related to marine biodiversity and high complexity offshore and/ or deep water maritime activities with characteristics similar to the project to be developed (Environmental, marine and littoral studies, construction of environmental baselines, water quality and sediments studies, Environmental Diagnosis of Alternatives, Environmental Impact Studies, Environmental Management Plans and Consulting in projects and infrastructure projects in environmentally sensitive marine and aquatic zones. Experience in processing environmental licenses for marine or coastal infrastructure, and/ or oil exploration and/ or ports, and/ or compensation plans in Colombia and capable of interacting with environmental Colombian authorities (Ministry of the Environment and Sustainable Development, PNN, National Oil Agency ANH and ANLA, among others), private companies of the maritime sector, public and private universities and NGOs in the national territory. With work team specialized in similar projects and with current research permits for making similar studies and authorized labs with whom it works.

- For evaluation purposes, the price will be determined by multiplying the offered prices times the quantities stated in the schedule, and arriving at a grand total, including all options, if any.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1.
- Unless an exception in FAR 4.1102 applies, a quoter must be registered in SAM (www.sam.gov) in order to be eligible for award. If the quoter does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered quoter.

52.225-17 -- Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the U.S. Embassy Bogota exchange rate (<http://ice.cgfs.state.sbu/>) in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

I. FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

NUMBER	TITLE	DATE
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements -- Representation	JAN 2017
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications	OCT 2015

FAR 52.212-3 Offeror Representations and Certifications—Commercial Items (JAN 2017) (DEVIATION 2017-01)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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 (as that term is

defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) 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.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through *http://www.acquisition.gov*. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

NOTE TO PARAGRAPHS (C)(8) AND (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing

or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.:
Country of Origin:

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.		Country of Origin

[List as necessary]		

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products

Line Item No.:
Country of Origin:

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If *Alternate I* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

\$(List as necessary)

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.

Country of Origin

\$(List as necessary)

(g)(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
[List as necessary]	

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[List as necessary]		

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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 U.S.C. 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.

(3) *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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *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 _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) 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.

(2) *Representation.* The Offeror represents that—

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) RESERVED

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a

publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(End of provision)

Alternate I (OCT 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_Individual/concern, other than one of the preceding.

(End of provision)

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE

(a) The offeror certifies, to the best of its knowledge and belief, that it [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.

(b) If the offeror is aware of any such information, the offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict

(c) The Government will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may

- (1) impose appropriate conditions which avoid such conflict,
- (2) disqualify the offeror, or
- (3) determine that it is otherwise in the best interest of the United States to contract with the offeror by including appropriate conditions mitigating such conflict in the resultant contract.

(d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

RECRUITMENT OF THIRD COUNTRY NATIONALS AND PROVISION OF EMPLOYER FURNISHED HOUSING CERTIFICATION

(a) The offeror certifies that Third Country Nationals [] will [] will not be recruited to perform work under this contract.

(b) The offeror certifies that employer furnished housing [] will [] will not be provided under this contract.

CERTIFICATION

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

Attachment No.	Title / Description	Pages	Date
Attachment 1	Performance Work Statement	18	27 Jul 2017
Attachment 2	Past Performance Questionnaire	1	27 Jul 2017
Attachment 3	Firm and Project Information	1	27 Jul 2017

ATTACHMENT 1

PERFORMANCE WORK STATEMENT (PWS) INL Bogota – Gorgona Island Environmental Study

Date: July 27, 2017

Note: A Spanish translation of this PWS is available upon request. Inconsistencies, if any, between the English and Spanish versions of the PWS shall be resolved by giving precedence to the English version.

1. GENERAL

The Contractor shall provide all labor, services, materials, equipment, transportation, supervision, and all other items and requirements necessary to perform the non-personal services described in this Performance Work Statement (PWS).

2. PERIOD OF PERFORMANCE

The Contractor shall complete all work, to include delivery of final report, no later than 90 calendar days after award of purchase order. Excusable delays, and associated notification requirements, are discussed in FAR clause 52.212-4, paragraph f.

Unless otherwise approved in writing by the Contracting Officer, the Contractor shall complete performance according to the following schedule.

Activity	No later than 30 calendar days after award of purchase order	No later than 90 calendar days after award of purchase order
ACTIVITY 1. Survey the marine environment in the direct and defined surrounding areas affected by the construction of the pier.	Product 1. A report of the basic survey of the marine environment in the direct and defined surrounding areas affected by the construction of the pier	Product 5. A report of the detailed survey of the marine environment and its abiotic component in the direct and defined surrounding areas affected by the construction of the pier. The report shall also provide the basic information for the development of a scientific forecast model that would simulate sediment movement as result of boat transit in the vicinity of the pier, simulate possible impact of oil spills in the water column, and a description of the coastal base line
ACTIVITY 2. Survey the abiotic component in the direct and defined surrounding areas affected by the construction of the pier.	Product 2. A report of the basic survey of abiotic component in the direct and defined surrounding areas affected by the construction of the pier.	
ACTIVITY 3. Survey the land environment in the direct and defined surrounding areas affected by the Construction of the CG station, the tower site, and the trails leading to them	Product 3. A report of the basic survey of the land environment in the direct and defined surrounding areas affected by the construction of the CG station, the tower site, and the trails leading to them.	Product 6. A report of the detailed survey of land environment in the direct and defined surrounding areas affected by the construction of the CG station, the tower site, and the trails leading to them. The report shall also provide the basic

		information for the development of a scientific forecast model that would simulate possible impact of oil spills in the trails leading to the tower site (Trinidad Hill) and the Coast Guard Station
ACTIVITY 4. Update, adjust and complement the Environmental Impact Survey, the Environmental Management Plan, and the Biodiversity Loss Compensation Plan for the all sites of this project	Product 4. A basic proposal for the adjustment of Environmental Impact Survey, the Environmental Management Plan, and Biodiversity Loss Compensation Plan based on activities 1, 2, and 3.	Product 7. The updated, adjusted and complemented Environmental Impact Survey, Environmental Management Plan and Biodiversity Loss Compensation Plan based on activities 1, 2, and 3.

3. ACCESS TO SITE AND WORK HOURS

Workdays on the Island are from Monday thru Sunday. Actual work hours must be coordinated in advance with the COR and are subject to approval by the Government of Colombia. Access to the island is controlled and requires prior approval. The Contractor shall coordinate with the assigned COR all access requests. The Contractor shall not perform any visit or work onsite without first having obtained COR approval.

No later than five (5) days after award of the purchase order, the Contractor shall submit to the COR:

- List of staff that will perform work under this project. At a minimum, the list must include: full name, ID number, place and date of birth, address, and in some cases legal past certificate.
- List of all required equipment to be utilized by the Contractor on the island.

The Contractor shall submit, at least ten (10) calendar days in advance of each proposed visit, the following information:

- List of activities to be performed;
- Name of individuals requiring access to the site; and
- Complete description of equipment.

Note: The Embassy and the Colombian Coast Guard reserve the right of admission or rejection of the contractor’s staff for reasons of security and/or quality of work. The Contractor shall promptly replace, at no additional costs to the Government, all employees whose access was denied or revoked.

4. PROJECT DELIVERABLES AND REPORTS

To finalize receipt of the final work, the Contractor shall provide the deliverables described in this PWS to the contracting officer and the COR. The deliverables shall be presented as follows in one (1) original and two (2) exact copies:

Final report of the work carried out in a 3 punch folder including:

- Description work executed, location, etc., one (1) chapter for each activity described in this SOW.

- Drawing in 0.25m x 0.50 m size paper with the location of executed testing
- Results of basic field studies
- Results of laboratory testing (if applies)
- Report a photo of the activities carried out in each photo legend with description.
- CD or DVD that includes all delivered documentation, drawings and final report.
- Contractor clearance certificate in the INL format and signed by the legal representative indicating that all payments to suppliers, employees and subcontractors has been done.
- Payment of invoice indicating the number of the order.
- Gorgona National Park Clearance certificate signed by the Park Director recording that there are no standing commitments and/or debt.
- Closing documentation to process payment signed by the legal representative work receipt.

The Contractor shall attend, at no additional cost to the Government, a preliminary meeting with the COR ten (10) calendar days prior to the deadline for each deliverable. The purpose of this meeting is to ensure that the deliverables will meet the requirements in this PWS.

The Government shall have up to thirty (30) days, unless extended by notification, to review each deliverable product and provide oral and written comments. The Contractor shall review and incorporate comments or implement directed changes, after discussion or clarification with the designated contracting officer representative (COR) and, if necessary, submit a final version of the product no later than ten (10) business days thereafter.

Final reports shall be delivered following the proposals in the General Methodology for Presenting Environmental Studies of the Ministry of the Environment (Zapata et al. eds. 2010). Exhibits of the final survey report to be delivered shall include:

- Reference Collection of marine and land animals, (should it be the case), duly deposited in a registered biological collection.
- Databases on abundance, density, coverage and/ or biomass of the different communities assessed (Geodatabase).
- Photographic and sound file duly listed, referring the information found.
- Theme cartography related to the survey objects, including the environmental zoning.
- Certificates of biological collections and the SIB records.

Intellectual Property and reserve levels and designs

All documentation and reports developed or provided by the contractor shall become the property of the U.S. Government. All deliverables, including attachments, shall comply with the data right clauses incorporated in the contract. The Government will reject all deliverables containing markings contradicting said clauses.

In accordance with the rules on intellectual property and copyright, is understandable that the study, drawings, calculations and designs performed by the Contractor belong to the Government of the United States of America, and only charged by this work order. The US Government may use them at its discretion, partially or totally for future projects, without requiring approval by the designer or constructor.

The offeror shall be required as well to take all necessary measures to maintain and reserve confidentiality of the information, documents and other matters relating to the work, and may not make reproductions of this information or use partially or totally without the authorization of the US Government. Any breach to this obligation shall be considered by the Contracting Officer as a serious breach to its obligations, which

may lead to the termination of the contract, without prejudice to the other legal actions to be taken against him, including those intended to compensate the harm that might cause this act.

5. GENERAL REQUIREMENTS

5.1. The Contractor shall execute all work in such a way as to minimize interference with the operations and movement of the Gorgona Island. All activities shall be coordinated with the COR and COLNAV Coast Guard Command.

5.2. The Contractor shall contact INL COR prior to getting to the site and when he arrives to the site for any clarification needed in order to perform the work as planned. The numbers to contact in Bogota are: 2752286/36 and mobile phones 310 3148757/ 310 3148768.

5.3. The contractor shall be solely responsible to ensure that all staff (to include consultants and subcontractors) comply with the actual legal provisions given by the Labor Ministry for safety and occupational health for different activities to be develop that may affect his staff on site and that can affect directly or indirectly to the general.

The Contractor shall ensure that all the employees and subcontractors working in the project are registered and payments are up to date in a social security system that includes E.P.S. (entity) (Healthcare institution) and A.R.L. (risk labor administrator). At the same time the contractor shall be responsible for any damage or harm arising of such activity. The contractor shall deliver in the first 7 days of the month copies of the payments done to those entities to the INL Contracting Officer Representative (COR).

5.4. At a minimum, the Contractor shall adhere to the following standards:

- a. **Endowment:** All the working staff on site shall dress accordingly, observing safety and occupational health standards.
- b. **Machinery:** The safety (mechanical, operations, etc.) of the all contractor machinery shall be the sole responsibility of the contractor.
- c. **Work Area Safety / Security:** As applicable, the work area shall be clearly marked with two rows of yellow plastic safety tape 8 cm. wide that is properly secured to a stable wood/metal post. In addition, any project area where a survey shall take place, that is considered to be an accident risk area, shall be visibly and physically marked/secured with a fence, adequate Hazard Area signage and signals, as well as signage that indicates the required use of proper protective equipment (PPE).
- d. **Cleaning and debris removal:** The contractor shall keep clean all work sites by avoiding the accumulation of refuse/ waste by transferring such waste as required to approved disposal site(s) outside the work site/base facilities. Burning waste materials on site shall not be allowed. Area police/cleaning shall be executed at a minimum of once daily at the end of each work day.
- e. **Food, transportation and lodging:** While on the island, the contractor is responsible for contracting with Gorgona Island Logistic Operator food and lodging for his staff and any subcontractor used. The contractor is also responsible for all necessary transportation of his staff to and from, in and around the work site and off the island.

- f. **Security measures:** The contractor shall adopt all the security measures for the control of those factors that may impact the health and well-being of the Gorgona Island community.
- g. **Industrial safety personnel:** While on the island, the contractor shall comply with all standard industrial safety practices.

5.5. The contractor shall have on hand the study of aerial, surface or underground interference, so as not to damage pipes, boxes, wiring, posts, hoses, wells or other elements or structures existing in the work area or adjacent to it. Should any excavation interfere with sewer or pipes, the contractor shall build adequate support or protection for the sites.

5.6. Leave areas as they were. All the perforations, probes, etc. shall be properly closed by the Contractor with the same material from the excavation.

5.7. The areas, equipment and items from the work areas or nearby areas shall be protected to prevent damage or deterioration thereof. If there is any repair or change due to abuse or negligence from the contractor or their staff, the contractor shall assume cost.

5.8. Prior to beginning work, the contractor shall submit a detail schedule of the work. The contractor shall send via e-mail a weekly report of the progress of the work to the COR project informing schedule progress, how many persons worked daily, and what activities were performed as well as any problems found.

6. GENERAL TECHNICAL SPECIFICATIONS

The Contractor shall perform all work necessary to produce a complete basic and detailed impact survey of the environmental marine and land direct and defined surrounding areas affected by the Construction of the Coast Guard Station, pier, radar tower, and the trails leading to the tower and the Station sites in Gorgona Island.

All deliverables shall comply with the environmental requirements directed by the ANLA and Colombian National Parks Agency (Spanish acronym PNN). The deliverables will complement the environmental license granted by ANLA.

These deliverables shall include, but are not limited to, a basic and detailed survey of the marine and land environment to include its abiotic component in the direct and defined surrounding areas affected by the Construction of the Coast Guard Station, pier, radar tower, and the trails leading to the tower and the Station sites in Gorgona Island.

The contractor shall also update, adjust and complement the Environmental Impact Survey, the Environmental Management Plan, and the Biodiversity Loss Compensation Plan. The existing information will be provided to the contractor.

The Environmental Impact Survey, the Environmental Management Plan, and the Biodiversity Loss Compensation Plan shall also include the basic information for the development of a scientific forecast model that would simulate sediment movement as result of boat transit in the vicinity of the pier, and simulate possible impact of oil spills in the water column and in the trails leading to the tower site (Trinidad Hill) and the Coast Guard Station. With respect to the pier site, the contractor shall provide a description of

the coastal base line. This coastal base line will enable understanding of future coastal erosion changes due to the pier.

The contractor shall perform the following activities:

ACTIVITY 1. Survey the marine environment in the direct and defined surrounding areas affected by the construction of the pier.

ACTIVITY 2. Survey the abiotic component in the direct and defined surrounding areas affected by the construction of the pier.

ACTIVITY 3. Survey the land environment in the direct and defined surrounding areas affected by the Construction of the CG station, the tower site, and the trails leading to them.

ACTIVITY 4. Update, adjust and complement the Environmental Impact Survey, the Environmental Management Plan, and the Biodiversity Loss Compensation Plan for the all sites of this project.

The contractor shall complete the Basic Survey and deliver the following deliverables no later than 30 calendar days after the Notice to Proceed is issued:

- **Product 1:** A report of the basic survey of the marine environment in the direct and defined surrounding areas affected by the construction of the pier.
- **Product 2:** A report of the basic survey of abiotic component in the direct and defined surrounding areas affected by the construction of the pier.
- **Product 3:** A report of the basic survey of the land environment in the direct and defined surrounding areas affected by the construction of the CG station, the tower site, and the trails leading to them.
- **Product 4:** A basic proposal for the adjustment of Environmental Impact Survey, the Environmental Management Plan, and Biodiversity Loss Compensation Plan based on activities 1, 2, and 3.

The contractor shall complete the Detailed Survey and deliver the following deliverables no later than 90 calendar days after award of the purchase order:

- **Product 5:** A report of the detailed survey of the marine environment and its abiotic component in the direct and defined surrounding areas affected by the construction of the pier. The report shall also provide the basic information for the development of a scientific forecast model that would simulate sediment movement as result of boat transit in the vicinity of the pier, simulate possible impact of oil spills in the water column, and a description of the coastal base line.
- **Product 6:** A report of the detailed survey of land environment in the direct and defined surrounding areas affected by the construction of the CG station, the tower site, and the trails leading to them. The report shall also provide the basic information for the development of a scientific forecast model that would simulate possible impact of oil spills in the trails leading to the tower site (Trinidad Hill) and the Coast Guard Station
- **Product 7:** The updated, adjusted and complemented Environmental Impact Survey, Environmental Management Plan and Biodiversity Loss Compensation Plan based on activities 1, 2, and 3.

7. SPECIFIC TECHNICAL SPECIFICATIONS FOR ACTIVITIES

PIER AREA

1. **ACTIVITY 1:**

Survey the marine environment in the direct and defined surrounding areas affected by the construction of the pier. The Contractor shall perform the following components:

- **Benthonic communities associated to soft bottoms.**

- **Soft Bottoms Macrofauna.** To survey these communities a network of stations shall be defined where samples are to be taken by dredging through a Van Veen dredge covering a minimum area of 0.04 m² (total area sampled by station, 0.12 m²), or quadrants of the same area shall be used and sediments shall be collected manually, in accordance with the type of sediment found by Contractor, following the Eleftheriou and Moore methodology, 2005.

Each one of the samples shall be sieved at the field with a 500 µm sieve and placed into marked plastic bags. Samples shall be fixed with a 5% formalin solution with Rose Bengal for tinting the organisms and facilitating separating the organisms from the sediment. Organisms shall be identified at the family level, counting the number of individuals per dredging per station and obtaining their biomass in grams.

- **Epifauna.** This component shall be carried out through samplings at the stations defined with 100 m² belt transects. Diversity analysis shall be performed using K-dominance indexes and curves. Additionally, bar graphs of the density of the individuals and the number of species per station shall be performed.
- **Sandy coast (beaches).** Based on the stations network defined, a perpendicular transect to the coastline shall be made, from the supralittoral zone to the mesolittoral zone. Measures to be made shall be as follows: beach extension, width of the supralittoral and mesolittoral zones, beach slope, tidal level, granulometry and wave period. It shall also include survey of the following communities:
 - **Bentonic Communities – mesolittoral.** Samplings shall be carried out using ≈0.025 m² core collectors with a total minimum area of 0.1 m² for each station. Sediment samples shall be sieved at the field and taken to a lab to separate organisms present and fix them. Organisms collected shall be identified at the family level in accordance with specialized texts.
 - **Bentonic Communities – supralittoral.** Biological sampling at the supralittoral shall be carried out using two methodologies: (1) 1 m x 1 cm quadrant belts covering 10 meters parallel to the coast line of the area of direct and indirect influence of the pier, counting the abundance of species present by 10 m², especially the number of active crabs lairs. (2) 1-5 m above the upper zone of the intertidal zone, collections shall be made using ≈0.025 m² core collectors covering a total area per sample of 0.1 m² and obtaining sediments from a depth of up to 15 cm. Sediment samples sieved at the field shall be taken to the lab to separate organisms present and fix them. Organisms collected shall be identified up to the family level with the aid of specialized works. Biomass and density of the community shall be quantified.
 - **Beach profiles and granulometry.** In surveying beach profiles, the same number shall be defined towards the north and towards the south of the place where the pier of the project is to be

built, covering the entire area of influence (direct and indirect). Perpendicular surveys shall be made in high tide, with a length of 50 meters from the coast line onshore and offshore, 1.5 m depth, or up to the place allowed by the medium. In each profile, sediments shall be collected for granulometry analysis in accordance with the Colombian Technical Standard NTC-ISO 1522 and adaptations in accordance with Bale & Kenny (2005) and Kenny & Sotheran (2013).

Results shall be submitted in tables with the information of the different grain sizes (gravel, very coarse, coarse, medium, fine, very fine sands and muds-clays). The above mentioned shall allow establishing the existing relationships among the abiotic variables with the biotic matrix of benthonic macrofauna.

- **Rocky littoral.** At the stations defined the survey of the fauna and flora associated to the rocky littoral in the area of the study shall be carried out. They may be adjusted in accordance with the observations obtained on the field.
 - **Macroalgae and macrozoobents.** For the estimation of the structure and composition of macroalgae and macrozoobents, the SARCE protocol (2012) shall be used. Each site shall be divided into three stratum, using the characteristics of the rocky littorals for the high, medium and low tide (\approx supralittoral, mesolittoral and infralittoral). In each zone, up to 25 0,5 x 0,5 m. quadrants shall be used. This number corresponds to the maximum number of quadrants used in the SARCE protocol (2012), which was calculated for various South American countries using the data of the number of species collected during the first sampling.
- **Coral communities**
 - **Reef ichthyofauna.** This component shall assess the current status of the fish community in the project area in terms of relative abundance, average, density, richness of species and spatial distribution. For this, the protocol designed by the Atlantic and Gulf Reef Assessment –AGRRA monitoring program shall be used, adopting some modifications to adjust it to the conditions of the area of the study.

The total number of species recorded shall be considered, emphasizing those with the greatest ecological and economic importance in the area. In addition, two visual census methods shall be used: random diving and belt transect. Additionally, for the two types of samplings of visual census, video and/ or photographs shall be taken of the species observed. The classification and organization analysis shall be carried out for structurally surveying the ichthyological communities of the zone.

- **Coral coverage Stations.** Stations shall be defined to do sampling. For each one of them, three 30-50 m transects shall be performed, or in accordance with the coral communities found. Side to side pictures shall be taken, using 50 x 50 cm or 100 x 100 cm quadrants, in accordance with the visibility of the site. Pictures shall be taken horizontally, parallel to the substrate.

In estimating the percentage of coverage by each specie and/ or component, pictures shall be processed with the Coral Point Count with Excel extensions (CPCe) program developed by the National Coral Reef Institute and Nova Southeastern University Oceanographic. This program allows overlapping, in a certain area of the photography (the area within the quadrants), random points. Data resulting from each picture shall be compiled into an Excel file where the percentage of coverage of each specie/component shall be recorded for all the points of the three transects.

- **Phytoplankton.** The qualitative analysis of the phytoplanktonic community (composition) shall be performed through dragging with a cylindrical conical 20 μm , 30 cm mouth net (1:4 ratio) and a collector. Each dragging shall have an approximate duration of 8 to 10 minutes, following a semicircular trail. Samples collected shall be fixed with formalin neutralized with sodium tetraborate and they shall be stored for subsequent observation and identification at the lab. For the quantitative analysis, samples shall be taken in a 500 ml bottle, with the aid of an airtight oceanographic bottle and they shall be fixed with Lugol. Organisms shall be identified at the lab at the lowest taxonomic level (gender) and density shall also be quantified.
- **Zooplankton.** With the purpose of knowing the composition of the zooplankton community in marine environments, dragging shall be carried out with a conical 200 μm , 30 cm mouth net (1:4 ratio) provided with a collecting net and a previously calibrated flow meter for determining filtered water in m^3 . Each drag shall have an approximate duration of eight minutes at a speed of two knots. Samples collected shall be narcotized with carbonated water 1:5 v/v soda-sea water and they shall then be fixed with formalin 4 % and stored for their subsequent observation and identification at the lab. After estimating the volumetric and gravimetric biomass, methodologies proposed by Boltovskoy (1981), Omori & Ikeda (1984) and Gasca et al shall follow. (1996).
- **Ichtyoplankton.** At the stations defined, sampling shall be carried out through dragging with a 30 cm mouth bongo net (1:5 ratio) and 300 and 500 μm . To quantify the volume of water filtered by the net in each drag, a previously calibrated Hydro-Bios Kiel flow meter shall be used. Samples shall be collected in plastic bottles, adding between 50 - 60 mL fixing solution (37 % buffered formaldehyde) and completing the volume with filtered sea water, preserving the samples in an approximately 4% formalin solution. Subsequently, samples shall be stored and transferred to the lab for analysis. Organisms shall be identified at the family/ morphotype level using specialized literature. Volumetric and gravimetric biomasses shall be estimated in accordance with what was presented for the zoo plankton component.
- **Marine birds, marine mammals and reptiles.** In the direct and defined surrounding areas of the pier, observations and census shall be performed to allow gathering information reflecting the degree of abundance and distribution of these species in coastal waters. Therefore, transects shall be used along the pier area. In the event of marine turtles, the trails used for survey the coral community and the reef ichthyofauna shall be used.
- **Plastics and microplastics.** Taking advantage of the samples taken for phyto, zoo and ichtyoplankton, the presence of fragments of plastics in the samples shall be verified. In the event that plastics and microplastics presence is recorded, weight and quantities found shall be determined, with the respective reference to the sample and the community where it was collected. Information shall be submitted in Excel tables, duly organized.

Observations for fulfilling this activity:

- For the analysis and estimation of ecological indexes of all the results of the biotic communities, the abundance and density shall be analyzed using univariate and multivariate techniques. Diversity indexes shall be determined and dominance curves and classification analysis shall be performed with the software PRIMER v.6 Ó v.7®.

- With the purpose of determining the measure of some structural attributes of marine communities (Ludwig & Reynolds 1988) the following shall be used:
 - Margalef Index (d): (Ludwig & Reynolds 1988; Moreno 2001).
 - Shannon-Wiener Diversity Index (H'): (Ludwig & Reynolds 1988; Moreno 2001).
 - Pielou Index: Equitability or uniformity index. (Ludwig & Reynolds 1988; Ramírez 1999; Moreno 2001).
- For the classification analysis, the Bray-Curtis similarity index shall be used, which shall be applied to the samples by species, using the UPMGA technique, with the purpose of determining the degree of affinity in the epifaunal community with regards to the sampling stations (Ludwig & Reynolds 1988, Ramírez 1999).
- For benthic communities, ABC curves accrued between abundance and biomass shall be performed for each one of the stations in the area of the study to determine the level of alteration in the benthic microfauna (Clarke & Warwick, 2001).
- Additionally, a Bio-Env analysis shall be made on the basis of the Spearman's rank harmonic correlation coefficient, for assessing the association between the biological component (structure of the communities assessed) and the environmental variables (dissolved oxygen, conductivity, pH, transparency and depth, etc.) as indicators of the conditions of the system (Clarke & Warwick 2001).
- Contractor shall have the permits for researching and collecting samples required for this activity, granted by the authorities with jurisdiction. Otherwise, it shall go through all the respective processes and costs thereof shall be included into the economic proposal submitted.
- Contractor shall make the field visits required with the purpose of obtaining all the information for the product contracted. Costs caused shall be considered in the economic proposal submitted.

2. **ACTIVITY 2**

Survey the abiotic component in the direct and defined surrounding areas affected by the construction of the pier. As a minimum, the following components shall be performed:

a. Physical parameters
Temperature
Suspended solids
Dissolved solids
Sedimentable solids
Total solids
Electric conductivity
pH
Turbidity
Organoleptics

b. Chemical parameters

Dissolved Oxygen (DO)	Alkalinity and acidity
Oxygen Chemical Demand (DQO)	Oxygen Biochemical Demand (DBO)
Organic carbon	Bicarbonates
Nitrites	Chlorides (Cl -)
Nitrates	Sulphates (SO ₄)
Ammonium Nitrogen	Sodium
Iron	Organic Phosphorus
Calcium	Inorganic Phosphorus
Magnesium	Phosphates
Potassium	Heavy metals
Organochlorades	Methylene blue active Substances (SAAM)
Grease and oil	Total Hydrocarbons
Phenols	Organophosphates

- **Microbiological parameters**

Isolation, identification and bacterial counting of enterococcus, total coliform and faecal coliform in NMP/100 ml.

For the development of the hydrological component, it is recommended compiling and analyzing information by the IDEAM and CAR, among others, as well as identifying the lentic and lotic systems existing in the project area, establishing the draining patterns as per the hydrological regime and existing flows, and applying the Standard Methods for Examination of water and wastewater, 22nd edition (2012) and IDEAM Guidelines for determining water quality.

Hydrogeology

Hydrogeological aspects are important to understand the relation of the project with the underground water low, which depends on the direction of the superficial drainage, topography, among others.

Therefore, basic information shall be obtained from the points of water within the area of the project (wells, reservoirs, springs or pools). Points of water shall be inventoried and each one shall be surveyed as possible.

- **Geology**

Information shall be submitted as stipulated in the ICT (International Commission on Stratigraphy) Global Stratigraphic Chart - 2000, with regards to dating geological units. Regional geology shall be assessed from existing studies and adjusted with information from remote sensors and field control.

With regards to specific information related to stratigraphic units and structural features, it shall be supported through sampling with their respective stratigraphic profiles, which may be determined from direct observation of slopes, digging and/ or drilling (Zapata et al. 2010. General methodology for presenting environmental studies). It shall identify the lithological and structural features of the different lithostratigraphic units for subsequent mapping thereof at a 1:25.000 scale, with its respective geological section and stratigraphic column. The main sources for geology matters are INGEOMINAS, IGAC and IDEAM.

- **Geomorphology**

A survey of the geoforms and their dynamics in the direct and indirect influence area shall be carried out, including the genesis of the different units and the evolution thereof, slope ranges, drainage pattern and density, etc. Information shall be submitted in accordance with the general guidelines established in the valid INGEOMINAS methodology.

For the particular case of geomorphology, information shall be surveyed through photo interpretation and/ or satellite images interpretation techniques (remote sensors) with its corresponding field control whereby the different geomorphological parameters shall be determined (morphogenetics and morphodynamics) (Zapata et al. 2010. General methodology for presenting environmental studies).

As part of the geomorphological analysis, the geomorphological photo interpretation exam of available remote sensors images shall be included, in conjunction with the verification at the field, including the following variables:

- Active coastal erosion areas
- Active sedimentation areas (slope cones, active alluvial ranges, sedimentation lobes, active sedimentation bars, deltas and relative subsidence areas with sediments accumulation.
- Geomorphological classification covering superficial lithology, geomorphological units, landscape and sub-landscape units, dominant erosion forms and processes.

Based on this information, the coastal geomorphological units map shall be produced, with an emphasis on morphogenesis and morphodynamics, including coastal erosion and sedimentation processes. It is also recommended considering the methodological proposal for the development of geomorphological cartography for geomechanical zoning in 2004 produced by INGEOMINAS and applying algorithms for digital images processing.

- **Geotechnics**

With regards to geotechnic aspects, units based on crossing theme isovalues maps shall be differentiated, which shall present the homogeneous stability units. In addition, the inventory of morphodynamic processes shall be produced, verifying in each one of the zones the degree of instability on the basis of the AMBALAGAN methodology (1992) presented by Jaime Suárez in the book Estabilidad de Taludes en Zonas Tropicales (Slopes Stability in Tropical Zones) and including information on geology, morphometry, tectonics, vegetation coverage, hydrogeology, precipitation (isohyets), seismic threat morphodynamic processes inventory, soils (including erosion degree), among others.

Observations for fulfilling this activity:

- Contractor shall make the field visits required with the purpose of obtaining all the information for the product contracted. Costs caused shall be considered in the economic proposal submitted.
- Contractor shall process the samples at duly registered labs, certified by the authority with jurisdiction. It shall also prove the certificate by the lab or labs used. Otherwise, it shall go through all the respective processes and costs thereof shall be included into the economic proposal submitted.

- For carrying out the above mentioned analysis, contractor shall follow the instructions in the INVEMAR Manual on Analytic Techniques for Determining Physicochemical Parameters and Marine Pollutants (waters, sediments and organisms) (2003).
- Geological, geomorphological, slopes, natural threats and geotechnics cartography shall be delivered in 1:25.000 scale.
- Abiotic survey of the area of direct and indirect influence of the project shall contain the basic information for building a model that allows simulating the movement of sediments as a result of the movement of boats. Additionally, it shall establish the line for the hydrocarbons spillage model into the water column and the trails through which fuel will be transported to Cerro Trinidad.

CG STATION, THE RADAR AND THE TWO (2) TRAILS AREA

3. ACTIVITY 3

Survey the land environment in the direct and defined surrounding areas affected by the Construction of the CG station, the tower site, and the trails leading to them. The following components shall be performed:

- **Land ecosystems**

Following the general methodology for the presentation of environmental studies of the Ministry of the Environment (2010, page 14), “for the area of influence of the project, a natural land ecosystems and secondary vegetation map shall be generated from the photo-interpretation of the vegetation coverage and current use of soil at a minimum scale of 1:25.000. Natural ecosystems and secondary vegetation shall also be identified, zoned and described, considering the following criteria:

For each fragment of natural ecosystem and secondary vegetation, its size and the landscape context index shall be established. The later refers to the connectivity of the fragment of the natural ecosystem and secondary vegetation with other fragments of the same characteristics (Ministry of the Environment, 2010, page 15). For the calculation thereof, Equation 1 below may be used, considering a buffer between 625 and 500 m around the fragment as a reference. Connectivity values range between 0 and 1 (values close to 1 represent a better landscaping context).

Equation 1: $CP = AN / ATB$

CP = Landscaping Context

AN = Natural area within the buffer

ATB = Total buffer area

It is important to consider that, as mentioned by Article 14, Decree 309 dated 2000, when environmental studies are carried out with the purpose of obtaining environmental permits or licenses during the development of the work, project or activity, specimens of the biological diversity collected, gathered, hunted or fished, prior scientific research permit processed with the environmental authority with jurisdiction shall be deposited into a registered biological collection.

- **Flora**

Notwithstanding the methodology used, survey of the vegetation in the area directly affected shall consider the following:

- Prior phase: it shall consist of reviewing secondary sources and it shall include the analysis of the current status of the subject. This information will allow limiting the area of study, its components, the actual status of the vegetation layer using aerophotography, satellite images, articles, magazines, among others, which allow defining and establishing the vegetation units.
- Field phase: information obtained in the prior phase shall be verified in this one and samples shall be taken on the basis of existing methods. Sampling to be carried out for flowers survey of the ecosystems existing in the area of influence shall be carried out from the lots survey, and they shall be statistically significant with regards to the area, with a probability of 95% and a sampling error not to exceed 15% per unit of coverage of the ecosystem.

It shall be necessary to specify the type of sampling made, including the number and size of the sampling lots. Additionally, calculations for determining the size of the sample for the coverage units survey shall be presented.

Morphometrical variables such as height, trunk diameter at the chest height (DAP), height of the top, shaft height and top diameters shall be considered.

With the purpose of determining the composition and structure characteristics of each coverage unit, at least the following aspects shall be considered:

- Succession status of each vegetation coverage.
- Inventory of species per coverage unit, indicating the presence of endemic species, prohibited species, threatened species (as per the categories established by Resolution 383 dated February 2010, or the regulation that will modify or substitute it, the UICN, red books and the Convention on the International Commerce of Wild Flora and Fauna Species – CITES), species with economic and/ or cultural importance.
- Sociability degree and spatial structure.
- Diversity index of the different units of vegetation coverage defined.
- Abundance, dominance and frequency, Importance Value Index (IVI); density and distribution by diametric and altimetric class of the different species found.
- Diagnosis and analysis of the natural regeneration (succession dynamics for brinzals and latizals).
- Vegetation profiles per vegetation coverage unit, with their respective analysis.

Additionally, the following information shall be submitted:

- Area in hectares of the vegetation coverage units and current use of soil identified and their percentage of participation with regards to the total area of the project.
- Information collection forms (field forms) for survey the vegetation coverage units identified.
- A vegetation coverage and current use of soil map at a work scale or capture of 1:25.000 and presentation of 1: 50.000 or larger.

In the event prohibited species at the national or regional level were identified, the respective process is to be carried out with the environmental authority with jurisdiction shall be attached.

- **Fauna**

The composition of the main fauna groups of the ecosystems present at the area of influence of the components of the biotic medium (amphibians, reptiles, birds, insects and mammals) shall be surveyed, and their functional relations with the environment shall be described. Therefore, the following shall be considered:

- Submitting an inventory of species of the wild fauna, specifying the vernacular toponymy of the region, the taxonomic classification to the most precise systematic level. Information shall be recorded in tables or charts during the inventory.
- Identifying the endemic, prohibited species, threatened species, or species of ecologic, economic and cultural importance in accordance with Resolution 383 dated 2010 issued by the Ministry of Housing and Territorial Development, or the regulation that modifies or substitutes it, the CITES Convention, categories established by the UICN and the red books.
- Identifying those species which may be vulnerable due to the loss of habitats, restricted distribution, rare, umbrella species, migratory species, among others that are ecologically significant which may be worth considering, of which the respective coordinates where they were found shall be specified.
- If possible, possible displacement routes of the main groups of fauna reported in the studio shall be identified and mapped.
- Fauna specimens collected, prior obtaining the respective research permit processed with the authority with jurisdiction shall be sent to a registered biological collection.
- Should any endemic species, species of commercial and/ or cultural interest, threatened species, species in critical danger, or non-classified species be found, it shall be necessary to deepen through bibliographic reviewing aspects such as the density of the specie and the relative diversity, population status, migration and movement corridors and areas of importance for breeding, reproduction and feeding. This information shall be included into the vegetation coverage and use of soil cartography.
- Guidelines for the assessment of biodiversity criteria in the environmental studies required for environmental licensing may be used as reference. Biodiversity and environmental impact studies. "Elements for evaluators" of the Alexander von Humboldt Institute of Research on Biological Resources and the Environmental Studies Institute of the National University of Colombia. Bogotá D. C. Colombia. (2009), the "Manual of methods for developing biodiversity inventories" of the Alexander von Humboldt Institute of Research on Biological Resources and the Institute of Marine Research José Benito Vives de Adréis.

Methodologically, the following is recommended:

- For birds: Fixed width transects and fog nets. Observations with binoculars in the areas of influence, as per the "Manual of methods for developing biodiversity inventories" of the Humboldt Institute (2004)
- For mammals: To characterize mammals, it is necessary to study small and large mammals, as well as land as well as flying ones. Several methodologies shall be applied to obtain a complete list of this group of vertebrates. It is important to consider that in some cases, specimens shall be collected at the field, especially in small groups such as small rodents and bats, as their taxonomic determination may only be made in accordance with some characteristics of its animal morphology (Morales et al. 2004)

For sampling small land mammals: it is recommended to install Sherman traps at the most appropriate places for capturing small mammals of the type of ecosystem to be sampled. Traps

shall be installed during day time, the bait is placed at dusk and traps are checked the following morning. This sampling shall be carried out during at least three nights.

For medium and large land mammals: a transect of a definite length shall be defined, covering most of the area or fragment to be sampled. Direct observation shall be made and data shall be recorded on the specie, gender and age, if possible, if it is alone or in a group, what it is eating and the stratum of the forest where it is found. Data such as tracks, traces, feces and any other types of evidence of the presence of a mammal shall be recorded. Using sand traps or chamber traps are also useful for appropriately recording the presence of mammals.

For flying mammals: for this group, fog 12 m long and 36 mm hole size nets may be installed, located in strategic places for bats passing such as streams and depressions in the topography. They shall be opened from 5:30 pm to 11:30 pm, with reviews every thirty minutes. All individuals up to specie shall be identified, and, if it were not possible, the specimen shall be collected. All species captured shall have a photographic record and the age and gender shall be determined, if possible.

- For herpetofauna: the general collection method for definite time is recommended, the standardized transects method with free day and night search and direct capture; also the night recognition of wells and swamps, which allows collecting individuals who may be detected through presence or singing. For immature forms, such as tadpoles, using nets is recommended.
- For insects and macro-invertebrates. For the butterflies and ants groups, the methodology proposed by the Alexander von Humboldt Institute of Research on Biological Resources for developing biodiversity inventories (Villarreal et al. 2004). In the case of the aquatic entomofauna, the methodology proposed by Zúñiga et al (2014) that studies immature and adult states of aquatic insects in conjunction with the micro-habitats where they are, shall be used. Abundance and composition shall be estimated and it shall be identified up to the lowest possible level (family and/ or gender).
- All the fauna specimens collected shall be organized and delivered to a registered biological collection, in addition to building biological registry maps and entering such information into the Biodiversity Information System managed by the Humboldt Institute.

4. **ACTIVITY 4**

Update, adjust and complement the Environmental Impact Survey, the Environmental Management Plan, and the Biodiversity Loss Compensation Plan for the all sites of this project.

With the information obtained from activities 1, 2 and 3 of this Agreement, the following chapters of the Environmental Impact Survey shall be updated, adjusted and complemented:

- Chapter 2. Project description
- Chapter 3. Survey of the area of influence of the project
- Chapter 4. Demand, use, and/ or affectation of natural resources
- Chapter 5. Environmental Assessment
- Chapter 7. Environmental Management Plan
- Chapter 8. Project follow up and monitoring program
- Chapter 9. Contingency Plan

- Chapter 10. Abandonment and final restoration plan

For adjusting and complementing the plan of compensation for biodiversity loss, guidelines of the compensation for biodiversity loss manual (Ministry of the Environment, Housing and Territorial Development) and the User Manual for MAFE and providing the respective theme maps, the plan's geodatabase, the photographic record and other information generated for the realization thereof.

- An environmental zoning shall be carried out based on the integral analysis of the abiotic and biotic components, both for the pier area as well as for the areas of the station, the radar and the respective trails. This information shall produce areas or units with different environmental sensibility without the project and it will allow identifying the ones susceptible of possible affectations with the project. It shall be necessary to include the aforementioned into the corresponding management cards as well as into the monitoring to be established in the management plan.
- A SIG shall be used for crossing or overlaying the information of the maps of each one of the mediums to obtain the above mentioned final environmental zoning of the areas of influence where the most relevant environmental conditions are specialized.
- Areas obtained by environmental sensibility category as well as the final environmental zoning shall be cartographed at a scale of 1:25.000 or more detailed, in accordance with the environmental sensibility treated in each subject. This information shall be the input for the project's management plan.

8. QUALITY ASSURANCE

The Contractor shall be solely responsible for the good quality the work executed by its staff or subcontractors. At a minimum, the Contractor shall follow all technical specifications of this PWS and shall meet all environmental requirements established by the granted Colombian National Environmental License Agency's license (Spanish acronym ANLA).

Records of all inspections conducted by the Contractor and necessary corrective actions taken shall be maintained by the Contractor. The Contractor shall make these documents available to the COR upon request.

This Quality Assurance and Surveillance Plan (QASP) is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the COR to monitor Contractor performance, and advise the Contracting Officer of unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	Standard and Acceptable Quality Level (Maximum allowable deviation)	Incentive/ Disincentive	Calculation
Performs all services set forth in the performance work statement (PWS).	All required work is properly performed and no more than one (1) customer complaint is received per month.	Negative Incentive: Appropriate action under the inspection and termination clauses of the contract.	Number of valid written complaints during the month.

<p>Deliverables and reports are high quality, complete, and timely.</p>	<p>Deliverables and reports are written clearly and concisely, comply with all contract requirements, and are professionally sound.</p> <p>Deliverables and reports are timely distributed to all parties identified in the contract.</p> <p>Spell and grammar checks are accomplished on all deliverables.</p> <p>No deliverables or reports are submitted late.</p> <p>Deliverables and reports do not required multiple resubmissions or corrections.</p>	<p>Appropriate action under the inspection or termination clauses of the contract.</p>	<p>Number of deliverables or reports that are either untimely or not in accordance with purchase order requirements.</p>
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If the contractor fails to meet the performance standard, the Government reserves the right to take action under the Inspection clause, including a deduction from the invoice.

"FIRM EXPERIENCE"

Indicate the experience of the firm in similar projects performed in the last three (3) years. Include maximum 10 projects. Do not include certifications or contract copies. In the case we need we will require it afterwards.

	1	2	3	4	5
NAME OF THE CLIENT (CONTRACTING PARTY)					
CLIENT ADDRESS					
CLIENT TELEPHONE NUMBER					
CLIENT POINT OF CONTACT					
CONTRACT NUMBER					
TYPE OF CONTRACT (* 1)					
NAME OF THE CONTRACT OR PROJECT					
PROJECT LOCATION					
PROJECT STARTING DATE					
PROJECT FINISH DATE					
WAS THE PROJECT FINISHED ON TIME (Explain if needed)					
SQUARE METERS OR UNITS (Indicate unit measurements)					
CONTRACT COST IN PESOS					
CONTRACT COST IN MONTHLY MINIMUM SALARIES					
INDICATE IF IN THIS PROJECT YOU WERE THE PRIME CONTRACTOR , SUBCONTRACTOR OR ASSOCIATE					
INDICATE THE PERCENTAGE OF PARTICIPATION OF YOUR FIRM IN THIS PROJECT					
BRIEF DESCRIPTION OF ACTIVITIES BEING PERFORMED					
COMPARISON OF THE WORK PERFORMED WITH THIS SOLICITATION (* 2)					
BRIEF DESCRIPTION OF TECHNICAL PROBLEMS ENCOUNTERED AND THE WAY THEY WERE SOLVED					
METHOD OF ACQUISITION (Public solicitation, private or non competed) award criteria					
COST/PRICE MANAGEMENT HISTORY (any cost overruns and under runs, and cost growth and changes)					
HAVE YOU HAD ANY CONTRACT TERMINATIONS IN THE LAST FOUR (4) YEARS?					
REASONS FOR TERMINATIONS (for contractor convenience, for default or other)					

(*1) Consulting, construction, design, work oversight, delegated administration If you are not a company explain if you were the superintendent, director or other.

(*2) En here you should indicate which activities performed are similar to the work being contracted.

I certify that the information is accurate and verifiable

Signature of the Legal Representative _____

Name of the Legal Representative _____

Date _____

Id Number _____

Artículo 289 del Código Penal Colombiano: "El que falsifique documento privado que pueda servir de prueba, incurrirá, si lo usa, en prisión de uno (1) a seis (6) años ."

"FIRM AND PROJECT INFORMATION "

Firm Information		NIT NUMBER:	
NAME	ADDRESS	TELEPHONE/FAX	E-MAIL ADDRESS

Owners, Partners and Principal Officer

NAME	POSITION	TELEPHONE	ENGLISH COMMUNICATION (Ability to understand, write and read)

Legal Representatives and backups

NAME	POSITION	TELEPHONE	ENGLISH COMMUNICATION (Ability to understand, write and read)

Project Director, Superintendent and key technical Personnel for this project

NAME	POSITION	TELEPHONE	ENGLISH COMMUNICATION (Ability to understand, write and read)

Subcontractors for this project (if it does not apply indicate it in the chart)

NAME	ACTIVITY TO PERFORM	% DEL PROJECT TOTAL	TELEPHONE	ADDRESS AND CITY

Suppliers for this project

NAME	MATERIALS TO SUPPLY	% DEL PROJECT TOTAL	TELEPHONE	ADDRESS AND CITY

Requirements of the Offeror and Owners/partners:

DESCRIPTION	YES	NO	NOTES
Has all licenses and permits required by local law to perform?(Chamber of Commerce, Merchandise Register, Professional Licenses, etc.)			
Meets local insurance requirements (Prestaciones Sociales, ICA, Sena, etc.)			
Has the ability to obtain a performance and guarantee bond and payment bond, or adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution. Include Information			
Has adverse criminal record?			
Has political or business affiliation which could be considered contrary to the interests of the United States.			

I certify that the information is accurate and verifiable

Signature of the Legal Representative _____
Name of the Legal Representative _____

Date _____
Id Number _____

Artículo 289 del Código Penal Colombiano: "El que falsifique documento privado que pueda servir de prueba, incurrirá, si lo usa, en prisión de uno (1) a seis (6) años ."