

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <b>PR9330832</b>		PAGE 1 OF PAGES <b>98</b>	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>19C02020Q0007</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Jason Inslee / Yuliana A Balanta</b>				b. TELEPHONE NUMBER(No collect calls)	
9. ISSUED BY <b>AMERICAN EMBASSY BOGOTA CARRERA 45 NO. 24B-27, ATTN: GSO BOGOTA COLOMBIA</b>		CODE <b>CO200</b>		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO <b>AMERICAN EMBASSY BOGOTA CARRERA 45 NO. 24B-27, ATTN: GSO BOGOTA COLOMBIA</b>		CODE		16. ADMINISTERED BY <b>AMERICAN EMBASSY BOGOTA CARRERA 45 NO. 24B-27, ATTN: GSO BOGOTA COLOMBIA</b>			
17a. CONTRACTOR/OFFERER TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY <b>AMERICAN EMBASSY BOGOTA CARRERA 45 NO. 24B-27, ATTN: FMO BOGOTA</b>	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Gardening services - Labor (recommended personnel: 6 gardeners): 1.1 Standar Gardening Services 1.2 Safety PPE (Uniform, boots, gloves, ears and mounth protection) 1.3 DBA (Defence Base Act) Insurance policy Monthly service for 28,000 sq.mts. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			<b>24</b>	<b>Months</b>		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) . .			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )		
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS		

GARDENING SERVICES  
COMMERCIAL ITEM FORMAT

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## SECTION 1 - THE SCHEDULE

### CONTINUATION TO SF-1449 RFQ NUMBER S- *19C02020Q0007* PRICES, BLOCK 23

#### 1. SCOPE OF CONTRACT

The Contractor shall perform gardening services, including furnishing all labor, material, equipment and services, for the **U.S. Embassy Bogota**. The price listed below shall include all labor, materials, insurance (see FAR 52.228-3 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with **One (1)**, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide Temporary Additional Services in addition to the scheduled services specified in this contract. The COR shall order Temporary Additional Services on an as needed basis. This work shall be performed by Contractor trained employees, and shall not be subcontracted. The COR may require the Contractor to provide Temporary Additional Services with 24 hour advance notice.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity, the minimum and maximum amounts are defined below:

Minimum: The Government shall place orders totaling a minimum of **Eight (8) man/Hour**. This reflects the contract minimum for the base year and option period.

Maximum: The amount of all orders shall not exceed **Two hundred (1200) Man/Hours**. This reflects the contract maximum for the base year and each option period for temporary/additional services.

The Contractor shall include in its next regular invoice details of the Temporary Additional Services, if applicable, provided and requested under Temporary Additional Services. The Contractor shall also include a copy of the COR's written confirmation for the Temporary Additional Services.

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C.

## 2.0 PRICING

### 2.1 VALUE ADDED TAX

#### **VAT VERSION A**

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

### 2.2. BASE PERIOD

1.	Base Year Firm-Fixed Price for Standard Services for this Contract:	
1a.	Price per Month* x 12 months	**Price per Year
2.	Base Year Firm-Fixed Price for Temporary Additional Services for this Contract:	
2a.	Price per Square Meter*	*
2b.	Estimated Number of Square Meters for Base Year	<b>28,000</b>
2c.	Total Temporary Additional Services Not To Exceed (NTE) Price for Base Year (Total = items 2a x 2b)	**
3.	Base Year Total for All Services (Total = items 1a +2c)	**
4.	VAT	*
5.	Base Year Total for All Services plus VAT (Total = items 3 +4)	**

### 2.3. FIRST OPTION YEAR PRICES

1.	Option Year 1 Firm-Fixed Price for Standard Services for this Contract:	
1a.	Price per Month* x 12 months	**Price per Year
2.	Option Year 1 Unit Firm-Fixed Price for Temporary Additional Services for this Contract:	

2a.	Price per Square Meter*		*
2b.	Estimated Number of Square Meters for Option Year 1	<b>28,000</b>	
2c.	Total Temporary Additional Services Not To Exceed (NTE) Price for Option Year 1(Total = items 2a x 2b)		**
3.	Option Year 1 Total for All Services (Total = items 1a +2c)		**
4.	VAT		*
5.	Option Year 1 Total for All Services plus VAT (Total = items 3 +4)		**

## 2.7 GRAND TOTAL

Base Year		*
First Option Year		*
Second Option Year		*
Third Option Year		*
Fourth Option Year		*
Grand Total – Base plus All Option Years		**

CONTINUATION TO SF-1449  
RFQ NUMBER *19C02020Q0007J*  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

## 1. PERFORMANCE WORK STATEMENT

The purpose of this contract is to obtain gardening services for real property owned or managed by the U.S. Government *at U.S. Embassy Bogota*. The Contractor shall perform gardening services in all designated spaces.

### 1.2. GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Government will measure the Contractor's work by the appearance of the landscape covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all Government properties listed in 1.13. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

### 1.3. MANAGEMENT AND SUPERVISION

1.3.1. SUPERVISION. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

1.3.2. SCHEDULES. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of *07:00 A.M. and 4:00 PM* Monday through Saturday. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

1.3.3. QUALITY CONTROL. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

1.3.4 TECHNICAL GUIDANCE. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.

1.3.5. GROUNDS MAINTENANCE PLAN. The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval within 30 days after contract award.

#### 1.4 LAWN CARE

1.4.1. GRASS CUTTING. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.

1.4.2 EDGING. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

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

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

1.4.5. TURF REPAIR AND RE-ESTABLISHMENT. The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded, and maintained to conform to adjacent areas.

1.4.6. The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the contractor's Grounds Maintenance Plan.

#### 1.5. PRUNING

1.5.1 The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

1.5.2. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

1.5.3. The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to: direct and encourage plant growth in directions desired, remove dead and unsightly growth, and maintain a neat and attractive appearance.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times.

1.5.4. At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

1.6. LEAF REMOVAL. The Contractor shall, on a monthly basis, remove leaves and pine needles from the properties listed in Exhibit A and on a weekly basis during the period *January, 2021* through *January, 2023*.

1.7. RECYCLED MATERIALS. The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.

1.8. REMOVAL OF DEBRIS. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

#### 1.9. WATERING

1.9.1. The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the COR's permission to suspend watering to avoid too much water in the soil.

1.9.2. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

1.9.3. The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

1.9.4. The Government shall furnish the supply of water.

## 1.10. FERTILIZER

1.10.1. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

1.10.2. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

1.10.3. The Contractor shall fertilize the lawn areas a minimum of two times per year.

1.10.4. The Contractor shall apply weed killer once a year. If weed killer is not required, the Contractor shall request a waiver in writing from the COR.

1.10.5. The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year.

1.11 PEST AND DISEASE CONTROL. The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

1.12. HAZARDOUS AND TOXIC SUBSTANCES. It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

## 1.13. LOCATION FOR GARDENING SERVICES

All standard services are to be delivered on regular Post working days.

**U.S. Embassy Bogota**  
**Carrera 45 #24 B-27**  
**Bogota, Colombia**

## 2. WORKING HOURS

All work shall be performed during **07:00 A.M. and 4:00 PM** Monday through Saturday except for the holidays identified in the Addendum in Section 2. Other hours may be approved by the Contracting Officer's Representative. The Contractor must provide at least 24 hour advance notice to the COR who will consider any deviation from the hours identified above.

### 3.0 DELIVERABLES

The following items shall be delivered under this contract:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DELIVERY DATE</u>	<u>DELIVER TO:</u>
Insurance	1	10 days after award	Contracting Officer
Grounds Maintenance Plan	1	15 days after award	COR
List of Personnel	1	10 days after award	COR
Transition Plan	1	10 days after award	COR
Payment Request	1	monthly	FMC

### 4. PERSONNEL REQUIREMENTS

4.1 GENERAL. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

#### 4.2 STANDARD OF CONDUCT

4.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

4.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.2.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

4.2.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;

Unauthorized use of Government property, theft, vandalism, or immoral conduct;

Unethical or improper use of official authority or credentials;

Security violations; or,

Organizing or participating in gambling in any form.

4.2.6 KEY CONTROL. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

#### 4.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

#### PERSONNEL SECURITY

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take **30 days** to perform. For each individual the list shall include:

Full Name

Place and Date of Birth

Current Address

Identification number

Gender

Marital status

Phone number

Occupation

Employment

Naturalization

Current and past citizenship

Passport Number

Pensional records – (*Certificado del historial pensional*)

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

and one (1) scanned copy of CERTIFICADO DE ANTECEDENTES DE LA PROCURADURIA ([www.procuraduria.gov.co](http://www.procuraduria.gov.co)).

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

4.4.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

## MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary gardening supplies and equipment, including rakes, lawn mowers, hoe, pitchfork, pruning shears, fertilizers to perform the work identified in Attachment A.

## INSURANCE

6.1 AMOUNT OF INSURANCE. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

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

1. Bodily Injury stated in US Dollars:

Per Occurrence **\$150,000**

Cumulative **\$300,000**

2. Property Damage stated in US Dollars:

Per Occurrence **\$5,000**

Cumulative **\$50,000**

6.3 The 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.

6.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3, or host country nationals that do not have a DOL waiver.

6.5 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,  
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, except in the instance of gross negligence on the part of the Government.

6.6 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.

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

6.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

## LAWS AND REGULATIONS

7.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, 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.

7.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

## TRANSITION PLAN

Within **Ten (10)** days after contract award, the Contracting Officer may ask the Contractor to develop a plan for preparing the new Contractor to assume all responsibilities for gardening

services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

(a) QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all gardening services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than one (2) <i>two</i> customer complaint is received per month.

(b) SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

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

(d) PROCEDURES.

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

(2) The COR will complete appropriate documentation to record the complaint.

(3) The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

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

- (5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (7) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-1449, Block 27A)

### 52.212- 5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (AUG 2020)

(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) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 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:

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), 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 (JUN 2020) ([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.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (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).
- (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- (10) [Reserved].
- (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (MAR 2020) of [52.219-3](#).
- (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (MAR 2020) of [52.219-4](#).
- (13) [Reserved]
- (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (MAR 2020) of [52.219-6](#) ([15 U.S.C. 644](#)).
- (ii) Alternate I (MAR 2020) of [52.219-6](#).
- (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (MAR 2020) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([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 (JUN 2020) of [52.219-9](#).
- (v) Alternate IV (JUN 2020) of [52.219-9](#).
- (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-13](#).
- (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([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 (MAR 2020) ([15 U.S.C. 657f](#)).
- (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAY 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([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 (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and remedies, (JAN2020) (E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

- (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- (ii) Alternate I (FEB 1999) of [52.222-26](#).
- (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (JUL 2014) of [52.222-35](#).
- (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (ii) Alternate I (JUL 2014) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35) (i) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([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).
- (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 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](#).)
- (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 Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([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 (JUN 2020) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- (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 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (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 (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).
- (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Items (Jan2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- \_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- \_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- \_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- \_\_\_ (63) (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](#).
- \_\_\_ (iii) Alternate II (FEB 2006) 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:

- \_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).
- (5) [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](#)).
- (6) [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](#)).
- (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(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, as defined in FAR [2.101](#), on the date of award of this contract, 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 (JUN 2020) ([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) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [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](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (Mar2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [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](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [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)

## 1 **52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (JUN 2020)**

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

*Foreign person* means any person other than a United States person.

*United States person*, as defined in 26 U.S.C. 7701(a)(30), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
- (5) Any trust if—
  - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
  - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default

withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c) (1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

1.1.1 (End of clause)

## ADDENDUM TO CONTRACT CLAUSES

### FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

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

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

<http://www.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations are incorporated by reference:

#### CLAUSE TITLE AND DATE

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

#### ***52.228-3 Workers' Compensation Insurance (Defense Base Act) JUL 2014***

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 932](#))

as extended by the Defense Base Act ([42 U.S.C. 1651](#), *et seq.*), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 930](#)(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#), 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 907](#), 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#)(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#)(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#)(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lcdba.htm>.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS  
SUBCONTRACTORS (DEC 2013)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

The following FAR clause(s) is/are provided in full text:

## 52.216-18 Ordering (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered “issued” when –
  - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or
  - (3) If sent electronically, the Government either –
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor’s email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

**(End of clause)**

## 52.216-19 ORDER LIMITATIONS (OCT 1995)\*

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ***Eight (8) man/Hour***, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
  - (1) Any order for a single item in excess of, ***Three hundred and fifty (350) Man/Hours or US \$ 3,000***
  - (2) Any order for a combination of items in excess of ***US \$5,000***; or
  - (3) A series of orders from the same ordering office within ***30 days*** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

\*Applies to temporary additional services.

#### 52.216-22 INDEFINITE QUANTITY (OCT 1995)\*

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

\*Applies to temporary additional services.

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *Two (2) years*.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clause(s) is/are provided in full text:

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

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

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

**(End of clause)**

## CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

## 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

<b><i>US Embassy Bogota</i></b>
<b><i>Attn: Financial Management Center</i></b>
<b><i><a href="mailto:Bogotafactura@state.gov">Bogotafactura@state.gov</a></i></b>

## 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

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

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

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

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

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

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

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

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

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

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

**(End of clause)**

**652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)**

(a) The Department of State observes the following days as holidays:

Friday	January 1, 2021	New Year's Day	US-C
Monday	January 11, 2021	Day off for Epiphany	C
Monday	January 18, 2021	Birthday of Martin Luther King, Jr.	US
Monday	February 15, 2021	Washington's Birthday	US
Monday	March 22, 2021	Saint Joseph's Day	C
Thursday	April 1, 2021	Maundy Thursday	C
Friday	April 2, 2021	Good Friday	C
Saturday	May 1, 2021	Labor Day / May Day	C
Monday	May 17, 2021	Ascension Day	C
Monday	May 31, 2021	Memorial Day	US
Monday	June 7, 2021	Corpus Christi	C
Monday	June 14, 2021	Sacred Heart	C
Monday	July 5, 2021	US Independence Day - Day off for Feast of Saint Peter and Saint Paul	US-C
Tuesday	July 20, 2021	Colombia Independence Day	C
Saturday	August 7, 2021	Battle of Boyacá Day	C
Monday	September 6, 2021	Labor Day	US
Monday	October 11, 2021	Columbus Day	US-C
Monday	November 1, 2021	All Saints' Day	C
Thursday	November 11, 2021	Veterans Day - Independence of Cartagena	US-C
Thursday	November 25, 2021	Thanksgiving Day	US

**(US) – United States Holidays**

**(C) - Colombian Holidays**

The following local holidays will not be moved to the following Monday: August 15, Assumption Day falls on a Sunday; October 12, Columbus Day, falls on a Tuesday and will be observed on October 11; and November 11, Cartagena Independence Day will be observed in conjunction with Veterans Day. **Therefore, August 16, October 18, and November 15, will be regular working days.**

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation

will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

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

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

(b) The COR for this contract is *The Facilities Management Engineer*.

#### 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott,” and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
  - i. Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

- ii. Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

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

(a) The Contractor warrants the following:

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

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

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

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

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

### SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020) is incorporated by reference (See SF-1449, Block 27A)

#### ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

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

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients over the past ***Five (5) years***, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in ***Colombia*** then the offeror shall provide its international experience. Offerors 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 offeror'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.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) The offeror 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.

(6) The offeror's strategic plan for ***Gardening Services*** to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on **November 9, 2020 at 10:00hrs** at **U.S. Embassy Bogota Carrera 45 # 24B-27**. Prospective offerors/quoters should contact **Yuliana A. Balanta** for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

**(End of provision)**

## SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) **PRICE EVALUATION.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) **RESPONSIBILITY DETERMINATION.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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 exchange rate used by the Embassy 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

### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in [4.2105\(a\)](#), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

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

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

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

(b) *Prohibition.*

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include

entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered

telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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

(End of provision)

#### 52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

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

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

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

**(End of provision)**

#### 2 52.212-3 Offeror Representations and Certifications-Commercial Items.

As prescribed in [12.301](#)(b)(2), insert the following provision:

##### OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JUN 2020)

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

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

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*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”—

*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 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.

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.

(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 in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) 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 CFR124.1002.

(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:** Complete paragraphs (c)(8) and (c)(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 <http://uscode.house.gov/> 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:

<b>Line Item No.</b>
_____
_____
_____

[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]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [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.*

<b>Listed End Product</b>	<b>Listed Countries of Origin</b>
_____	_____
_____	_____

(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 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 e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto: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 the threshold at FAR [25.703-2\(a\)\(2\)](#) 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 (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 ([12.301\(d\)\(1\)](#)).

(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 website 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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website 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 website(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).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) of Public Law 115-232.

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

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

**(End of Provision)**

### **3 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)**

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It  is  is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.**

### 3.1.1 (End of provision)

#### ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision(s) is/are provided in full text:

#### 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 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. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN (JUN 2020)

## Attachment # 1

# SCOPE OF CONTRACT FOR GARDENING SERVICES

The contractor shall perform gardening services by supplying all labor, material, equipment, and services required, for the U.S. Embassy Bogota - Colombia.

The price listed below shall include labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been performed satisfactorily.

After the contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed (NTP). The NTP will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

The performance period of this contract is 12 months from the start date established in the NTP, with 1 additional one-year renewal option. The initial period of performance includes any transition period authorized under the contract.

### 1.1. PERFORMANCE WORK STATEMENT

The purpose of this contract is to obtain gardening services for the U.S. Embassy compound, in Bogotá – Colombia. The Contractor shall perform gardening services in all designated spaces. (See attachment #3).

### 1.2. GENERAL REQUIREMENTS

This is a firm-fixed-price contract for the provision of gardening services for the U.S. Embassy compound in Bogotá, to maintain and enhance the landscaping of its respective properties and promote the public image of the United States. The Contractor shall furnish administrative and direct labor personnel to accomplish all work as required in this contract. Specific services are described in detail below.

Maintenance of the grass, shrubbery, garden areas, trees, and related landscape elements of the Embassy Compound is an important part of the mission. The measure of quality of services delivered under this contract shall be the appearance of all aspects of the landscape of properties covered by this contract. These gardening services shall include all planning, programming, administration, and management necessary to assure that all services described herein are conducted in accordance with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall ensure that all work meets the required standard of performance as included in references herein. The Contractor shall perform all related support functions such as supply, procurement, quality control, financial oversight, and maintenance of complete records and files. The Contractor shall provide at his/her own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this scope of work.

The area at the U.S. Embassy covered by this contract is approximately 28.000 square meters. The parts that require gardening services include grass, trees, palms, shrubs, hedges, bushes, vines, ground-cover, flower beds, and indoor plants (The inventory of exterior plants and trees is approximately 10.000 units, along with 50 interior plants. The Contractor shall verify these numbers during the site walkthrough in the Request for Proposal (RFP) process). The Contractor shall provide 6.000 seasonal flower plants per year.

Gardening services also includes in the 'Pricing' section the replacement of old / mature plants identified as 'Option for replacement of old plants' item for the base year as well as the option years. The

Government may elect to exercise these optional items during the contract term. The contractor shall include all costs associated with removing/disposing old plants, preparing soil and planting new plants.

### **1.3. MANAGEMENT AND SUPERVISION**

1.3.1. **MANAGEMENT:** The Contractor shall be responsible for the management of the total gardening services effort. This includes planning and programming of all services described herein, performance of these services and compliance with all record and reporting requirements.

1.3.2. **SCHEDULE:** The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on Post's security personnel. The Contractor shall deliver standard services between the hours of 7:00 am and 4:00 pm, Monday through Saturday. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan (personnel to be used and the time frame to perform the service).

1.3.3. **SUPERVISION.** The contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function. The supervisor will be issued a cell phone by the contractor for service contract purposes. The supervisor shall visit the site and meet U.S. Government personnel on a weekly basis at the minimum, and more frequently if required to coordinate the work effort.

1.3.4. **QUALITY CONTROL.** Quality Control shall be the responsibility of the Contractor. The Contractor shall perform inspection visits to the work site on a monthly basis at minimum, and more frequently if deemed necessary to meet the requirements of the contract. These visits shall be coordinated with the COR but shall be unannounced to those working on the contract. The Contractor shall develop and maintain a quality program to ensure grounds services are performed in accordance with quality performance requirements stated in this performance based contract document. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. Service frequency schedules will be submitted to the COR monthly. As a minimum, the contractor shall develop quality control procedures addressing the areas identified in Section One - Scope of Work. Services will be rated on a 1 to 5 scale with 3 being acceptable. On a monthly basis, if average quality control scores fall under 3.0, the contractor will be evaluated as not performing to contract specifications.

1.3.5 **TECHNICAL GUIDANCE.** The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop / guide the Contractor's programs for lawn and tree care.

1.3.6. **GROUNDS MAINTENANCE PLAN.** The Contractor is responsible for submitting an annual Grounds Maintenance Plan (GMP) that reflects the proposed frequency for accomplishing the requirements of this contract. The GMP shall be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The annual GMP shall be submitted to the COR for approval 15 days after award of the contract. A weekly update of the plan shall be submitted to the COR in the form of a work plan. The Contractor shall incorporate in the weekly work plan the matters related to routine activities, quality control, technical guidance, safety, fertilizer application and pest control.

### **1.4 LAWN CARE**

1.4.1. **GRASS CUTTING.** The Contractor shall maintain the height of grass between 4 and 6 centimeters. All equipment and fuels for the grass cutting requirement shall be supplied by the Embassy, but maintenance and/or repair shall be responsibility of the contractor. The Contractor shall maintain a logbook and daily checklist, reporting the condition of the equipment. Any anomaly shall be reported immediately to the COR. All lawn areas shall always look green and trimmed.

1.4.2 **EDGING.** The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

1.4.3. **TRIMMING.** The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass. Trimming height shall match surrounding area grass heights. All areas shall be trimmed concurrent with grass cutting. Damage to trees and shrubs from trimming shall be repaired by the contractor. If a plant should die or become unhealthy due to damage, the contractor will be responsible for replacing the damaged plant with a plant of same size and type. All equipment and fuels for trimming shall be supplied by the Embassy, but maintenance and/or repair shall be responsibility of the contractor.

1.4.4. **WEEDING.** The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. Weeds shall be removed mechanically or chemically (not just killed) if they are larger than 2 inches (5cm) in height or diameter from walkways, walkway cracks, walkway/curb gutter expansion joints, pavers and along fence lines. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers. The cost of all weed control work shall be included in the contract for landscaped maintenance. Regular maintenance of the mulch or decorative layer will help minimize weed in shrub and groundcover areas.

1.4.5. **TURF REPAIR AND RE-ESTABLISHMENT.** The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded and maintained to conform to adjacent areas. The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be presented in a written schedule as a part of the Contractor's Grounds Maintenance Plan.

1.4.6. Aerating turf is required once a year. Use equipment with hollow tines that removes a soil core. Top-dress with ¼ fine compost. Overseed to fill thin spots and to out weeds. Dethatching turf when thatch accumulates to one half-inch thickness by cutting with a vertical mower. Thatch shall be raked and either composted for use elsewhere or disposed of in an ecologically manner. Aeration and de-thatching activities shall be scheduled to coincide with growth period of the turf species, avoid hot weather conditions, and avoid peak time of crabgrass and other weed seed germination.

1.4.7. The method, frequencies, and dates of grass cutting, aerating, dethatching, hedging, trimming, weeding, and turf repair shall be part of the contractor's Grounds Maintenance Plan.

## **1.5. PRUNING**

1.5.1 The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

1.5.2. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

1.5.3. The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:

- Direct and encourage plant growth in directions desired
- Remove dead and unsightly growth
- Maintain a neat and attractive appearance
- Prune areas as directed by the Regional Security Office and approved by the COR (Minimum safety clearance is 14 feet over streets, 12 feet over driveways, 8 feet over walk areas, and 4 feet from buildings.)

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall always prune all hedges and shaped shrubs to maintain proper shape .

1.5.4. At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

1.5.5 All workers performing overhead maintenance operations (over 1.5 mts) shall wear hard hats conforming to ANSI Z89.1 standards and must be authorized to work in heights. Use of Personal Protective Equipment (PPE) such as hard hats shall be mandatory when performing tree-pruning operations (See attachment #4 for additional information).

1.5.6 Trees shall be pruned on an as-required basis to provide safety, clearances and / or to prevent structural damage. Topping and de-horning shall not be permitted. Trimming / pruning of trees around utility poles / power lines / light poles is the responsibility of the contractor. Notify the COR when trimming / pruning around utility poles / power lines is needed. They shall be pruned as required to maintain their natural growth characteristics.

1.5.7 Shrubs and small trees shall be trimmed and pruned to enhance the beauty and health of the plant. Hedges shall be maintained to their natural mature height and shape. Broadleaf evergreens and flowers beds shall be pruned as required maintaining clearances of minimum of 3 inches from buildings, sidewalks, or other obstructions.

## **1.6. RECYCLED MATERIALS**

In the interest of cost efficiency and waste management, the Contractor is encouraged to promote recycled uses for lawn and tree debris while meeting other aspects of the gardening services requirement, e.g., mulch and compost. The Contractor shall provide details to the COR of the recycling program and techniques employed at site.

## **1.7. REMOVAL OF DEBRIS**

The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove

collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

During times of rain, the Contractor will be required to remove stagnant water from walkways, driveways and parking areas.

## **1.8. WATERING**

1.8.1 The Contractor shall water lawns, flowers, shrubs, and trees to assure moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the contractor may request the COR's permission to suspend watering to avoid too much water in the soil. It is the responsibility of the contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the contractor.

1.8.2. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall consider the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

1.8.3. The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

1.8.4. The Government will supply the water.

1.8.5 An automatic water sprinkler system is installed in the lawn area inside the Embassy compound and a manual sprinkler irrigation system is installed in the outside lawn area at the entrance of the Embassy. An automatic drip irrigation system is installed in for the plants and trees inside the Embassy compound. In the interest of cost efficiency and to reduce use of water for irrigation, the Contractor shall promote techniques for water conservation for the gardening services requirement. The Contractor shall provide details of the techniques employed at site to the COR.

## **1.9. FERTILIZER**

1.9.1. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

1.9.2. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

1.9.3. The Contractor shall fertilize the lawn areas a minimum of two times per year with NPK and every month with Nitrogen in the form of Urea or Sulphate of Ammonia.

1.9.4. The Contractor shall apply weed killer once a year. If weed killer is not required, the contractor shall request a waiver, in writing, from the COR.

1.9.5. Trees, shrubs, bushes, hedges and plant growth shall be fertilized a minimum of three times a year. The fertilizing materials shall be stored safely at site. Natural manure and other organic substances shall be used only after prior approval from the COR.

## **1.10 PEST AND DISEASE CONTROL**

The contractor shall maintain a program for controlling pests and plant diseases so, as to maintain flowers, shrubs, vines, planted areas in a healthy and vigorous condition. The Contractor shall submit the MSDS of all the pesticides which shall be approved by the COR prior to their use.

1.10.1 Pesticides shall not be applied within one hour of the start of business hour at site. In the event that it is not possible to complete the application by one hour prior to business hours, application shall be made at a time when customer presence is minimal. Areas to be treated shall be blocked off and warning signs posted.

1.10.2 The landscape maintenance contractor shall take every precaution to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. The Contractor must follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.

1.10.3 The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan. The contractor's plan shall establish the strategy and method for conducting a safe, effective, and environmentally sound pest management program. The materials shall be stored safely at site in a designated area.

## **1.11. HAZARDOUS AND TOXIC SUBSTANCES**

It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, pest control products used.

1.11.1 Material Safety Data Sheets (MSDS) sheets for all proposed chemicals to include, commercial name, application rates and type of usage shall be submitted to the COR for approval at the beginning of the contract and before a new proposed chemical is used.

1.11.2 Records must be kept and retained (with copies provided to the COR) as prescribed by laws for the use of pesticides, stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.

## **1.12. COMMUNICATION AND REPORTS**

Regular communication between the Landscaping contractor and the Governments Contracting Officer's Representative (COR) is encouraged.

1.12.1 The contractor is encouraged to ask questions, rather than make assumptions.

1.12.2 As the landscape matures, some of the maintenance procedures will be eliminated and others may have to be added. For example, as the shrubs mature, they will require less fertilizer. Regular communication will eliminate most surprises to the owner of changing maintenance costs, which will vary as the landscape grows. Remember, all changes to these specifications must be approved in writing by the Government's COR.

1.12.3 The contractor shall provide the Government's COR with the name and phone number of the Landscaping contractor's representative. The representative shall be a person in the employ of the contractor who is familiar with, and regularly updated on, all the contractor's activities at the site. The Government's COR will perform regular reviews of the contractor's work at each site.

### **1.13. HARD SURFACES MAINTENANCE**

1.13.1 Daily sweeping of jogging path, warehouse and gardening area.

1.13.2 Daily cleaning of all outdoor furniture, benches, patios, sidewalk lighting, and knee walls under two meters in height.

1.13.3 Twice weekly cleaning and servicing of water pools.

1.13.4 Weekly power scrubbing and/or pressure washing of Car wash, gardening area and fountain patio.

1.13.5 Monthly power sweeping and/or pressure washing of all parking lots, driveways, sidewalks, security grilles, and other hard surfaces not covered in the above.

### **1.14. FOUNTAIN MAINTENANCE**

1.14.1 The Contractor shall perform a preliminary diagnosis of the fountain equipment, identifying its general condition and or repairs required, prior to initiating the area maintenance services.

1.14.2 The Contractor shall provide water treatment and disinfection to the fountain water as to ensure it is safe by mechanical means or by the addition of appropriate water chemicals.

1.14.3 All debris (such as leaves, insects, hair, etc.) on the surface of the water and the bottom of the ponds must be removed by means of vacuuming and/or skimmer. Frequency of maintenance to be determined by ambient conditions but shall not be less than twice a week.

1.14.4 All fountain surfaces (tiles, walls, bottom, etc.) must be kept clean by scrubbing, vacuuming, back – washing. Contractor is responsible for cleaning pre-filter and filter and replenishment water that has been removed during the maintenance process.

1.14.5 Contractor must advise the COR of any deficiency related to the fountain, recirculating water equipment and or operation in writing.

### **1.15. MINOR IRRIGATION REPAIRS**

The Contractor is expected to have a qualified employee to check the irrigation system for optimal performance by inspecting the entire system on an ongoing basis. This includes cleaning and adjusting all sprinklers and bubbler heads and valves for proper coverage.

1.15.1 Minor Irrigation repairs that are part of this proposal shall include but are not limited to:

- Sprinkler head repairs (nozzle cleaning, adjustment, or replacement)
- Lateral pipe repairs to individual irrigation zones
- Irrigation control Valves diagnostics (but no valve replacement)
- Adjustment, repair, and or replacement of existing sprinklers equipment or parts with identical equipment or parts, and or COR approved equivalent or upgrades.
- Programming, and or adjustments of irrigation controllers

### **1.16. SPECIAL EVENTS**

Periodically there will be events held at the Embassy Compound. Monthly and quarterly tasks will need to be performed a week prior to the scheduled events so that the gardens and hard surfaces are in the best possible condition. If competing events do not allow for such planning, the contractor will work around the event set-up to leave the gardens in the best possible condition.

### **1.17. TOOLS & EQUIPMENT**

To be supplied by the US Government (See Attachment #1). Nevertheless, the contractor is responsible to take care of the equipment and hand tools scheduling a preventive and corrective maintenance to ensure the appropriate operation.

### **1.18. TEMPORARY ADDITIONAL SERVICES**

Are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events or new projects and supplies of vegetal material at the Post. The COR shall order these services as needed. This work shall be performed by the Contractor's trained employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

1.18.1 The Contractor shall include in its next regular invoice details of the temporary additional services and any materials provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services, such as:

- Man power hour to accomplish special projects
  - Man power hours to prune trees over 5 ft. of height
  - Materials and equipment
- 

The Government will pay the Contractor for the following materials and/or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. Note that quantities indicated below are per year, are estimates only and will be used for evaluation purposes. Payment shall be at the rates quoted below with no other overhead, profit, or other charge added:

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Removal of dead trees

Tree height between 2 -3 mts. x 4 =

Tree height between 3 -5 x 4 =

Tree height between 5 -7 x 4 =

Over 7 mts. x 8 =

Palm trees height 3.00-6.00 m X 100 =

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Rose different colors x 400 =

Hidrangea ortensis height 0.60-0.80 mt. x 100 =

Seasonal flowers such as: Pichones, Liberales, vincas, bugambilias, Marygold, Primroses, Impatiens and Begonia x 3000 (medium size) =

Azalea high 40-80 cm with 40 cm pot x 100 =

Azalea high 80-150 cm with 50 cm pot x 100 =

Remaking of grass by using new lawn x 2000 M2 =

Orchids with 18 cm pot h. 80-100 cm x 50 =

White Azaleas w/20 cm pot h. 30 cm x 50 =

White Camellia w/20 cm pot h. 30 cm x 50 =

White Gardenia w/20 cm pot h. 30 cm x 50 =

Ceiling price per year \$US: \_\_\_\_\_ per year (sum of the above)

TOTAL for FIRST OPTION YEAR Not to Exceed:

### **1.19. SAFETY, HEALTH AND ENVIRONMENT**

The service company will accept all legal dispositions concerning safety for staff and workers, as well as for the public who directly or indirectly may be affected by the work.

All workers will be contracted following local labor laws and regulations.

Workers shall be provided with uniforms including a rain coat and rubber boots.

All necessary PPE (Personal Protective Equipment) will be provided by the Contractor.

See attachment 4 for applicable specific requirements.

### **1.20. SECURITY REQUIREMENTS:**

All documents, drawings, submittals and any information related to the project is sensitive but unclassified (SBU) and must be released, saved, transmitted and filed accordingly.

Before initiating the work, for control purposes, a list with the names of all workers and staff will be provided to the Embassy, indicating worker's full names and ID card numbers. The list will contain full names (names and surnames), ID number and place of issuance, telephone number and address. The Embassy Regional Security Office will check and this information y give clearance.

The American Embassy reserves the right to admit or deny the entrance to workers.

## **1.21. PERSONNEL:**

1.21.1 The Contractor shall provide at minimum 5 full time gardeners.

1.21.2 It will be the responsibility of the Contractor to provide additional workforce as dictated by the needs arising out of the Grounds Maintenance Plan.

1.21.3 The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property. 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 is deemed, by the Contracting Officer, to be contrary to the Government's interests.

After the award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project. The Government to conduct all necessary security checks. It is anticipated that security checks will take minimum 30 days to perform.

For each individual the list shall include:

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

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

For company representatives' name check please attach one (1) scanned copy of the Chamber of Commerce.

## Attachment # 2

### GOVERNMENT FURNISHED PROPERTY

All items purchased under this contract and funded by the U.S. Government shall be marked “**Property of the US Government, Gardening Equipment or Supplies**”

**A. List of equipment:**

<u>Description</u>	<u>quantity</u>
1. Lawn Mower TORO Z MASTER w/vacuum sweeper	1 unit
2. Chain Saw	2 units
3. Hedge trimmer (with extension)	1 unit
4. Hedge trimmer (small)	1 units
5. Leaf blower	2 units
6. Straight shaft gas string trimmer	3 units
7. Chainsaw	2 units
8. Sod cutter	1 unit
9. Turf Aerator	1 unit
10. Generator	1 unit
11. Pressure washer	1 unit
12. Sprayer 20 liter	3 units
13. Sprayer 8 liter	3 units
14. Pickaxe (large)	3 units
15. Pickaxe (small)	3 units
16. Wheelbarrow	2 units
17. Shovel	6 units
18. Metallic Broom	2 units
19. Broom	4 units
20. Machete (large knife)	4 units
21. Sharpening file	8 units
22. Plastic Rakes	4 units

B. The Government shall make the following property available to the Contractor as "Government furnished property (GFP)" for performance under the contract:

a) All plants, including mature plants or trees, or seedlings, including flowering plants, non-flowering plants, vegetables, and seeds, except for items provided in the standard services.

(b) Plant containers including flower-boxes and planters and pots of a variety of sizes.

(c) Hoses and portable sprinklers and similar equipment.

(d) Water and electricity in sufficient supply for the performance of work under this contract.

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C. The Government will provide the following storage space for contractor furnished equipment, restrooms, kitchenette and greenhouse in the Embassy Compound:

Kitchenette (plus furniture), restrooms and lockers room = 34 m<sup>2</sup>

Greenhouse + Equipment and hand tools storage = 126 m<sup>2</sup>

**TOTAL = 160 m<sup>2</sup> aprox.**

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### Attachment # 3

## CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and resources required to perform the standard and temporary additional services as specified in this contract. Such items include, but are not limited to uniforms, PPE, manual tools, cleaning supplies and any other operational or administrative items required to perform the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service.

***List of Materials:***

ITEM	DESCRIPTION	UNIT	QTY.	UN. COST	TOTAL
<b>1</b>	<b>Labor (six gardeners minimum)</b>				
1.1	Standar Gardening Services	month	12		\$0
1.2	Safety PPE (Uniform, boots, gloves, ears and mounth protection)	month	12		\$0
1.3	DBA (Defence Base Act) Insurance policy	LS	1		\$0
	Cost per M2	SM	28000		
	<b>Subtotal Labor</b>				<b>\$0</b>
<b>2</b>	<b>Temporary additional services</b>				
2.1	Estimated additional services for events and new projects	HR	350		\$0
2.2	Estimated additional services for trimming branches in heights over 5 FT	HR	350		\$0
2.3	Estimated supplies of seasonal flower plants (different sizes)	EA	5000		\$0
	<b>Subtotal Temporary additional services</b>				<b>\$0</b>
<b>3</b>	<b>Debris collection service (dump truck of 6 m3)</b>	EA	24		<b>\$0</b>
<b>4</b>	<b>Large Debris collection service for tree pruning and garbage (dump truck of 6 m3)</b>	EA	36		<b>\$0</b>
<b>5</b>	<b>Supply Black dirt (dump truck of 6 m3)</b>	EA	24		<b>\$0</b>
<b>6</b>	<b>Cascarilla / bags of 50 kgs</b>	EA	120		<b>\$0</b>
<b>7</b>	<b>Nitrogen (Urea/Sulphate of Amonia) / bags of 50 kgs</b>	EA	12		<b>\$0</b>
<b>8</b>	<b>NPK (TRIPLE 15) / bags of 50 kgs</b>	EA	12		<b>\$0</b>
<b>9</b>	<b>10/30/10 FERTILIZER bags of 50 kgs.</b>	EA	12		<b>\$0</b>
<b>10</b>	<b>Natural manure (Gallinaza/Compost) bags of 50 kgs</b>	EA	12		<b>\$0</b>
<b>11</b>	<b>Herbicides (Round up / Tordon 101 SL)</b>	GI	12		<b>\$0</b>
<b>12</b>	<b>Repair and Preventive maintenance of gardening equipment (quarterly)</b>	GI	4		<b>\$0</b>
<b>13</b>	<b>Hazmat collection service (three times per year)</b>	GI	3		<b>\$0</b>
	<b>SUBTOTAL</b>				<b>\$0</b>
	<b>OVERHEAD (Administration and Unforseen)</b>				<b>\$0</b>
	<b>PROFIT</b>				<b>\$0</b>
	<b>VAT</b>		0.19		<b>\$0</b>
	<b>TOTAL</b>				<b>\$0</b>



## **Attachment # 5**

### **SAFETY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS**

The purpose of this document is to ensure compliance with current safety regulations as well as the health and safety of personnel avoiding any damage or injury. The contractor will accept all legal requirements or regulations currently enforced that concern safety for staff and workers, as well as for the public who directly or indirectly may be affected by the work.

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

The contractor will follow the more restrictive standard between the Safety and Health Requirements Manual established by the US Army Corps of Engineers ([http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)) or the Colombian laws on industrial safety as established by the Ministry of Labor as follows:

#### **1. General Safety Requirements**

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

#### **2. Barricading and Warning Signs**

- a. The contractor must place provisional barricades and warning signs to maintain a safe and accessible path-of-travel for all pedestrians, including those with disabilities, in order to avoid

accidents to third parties. Barricades alert others about hazards created by construction activities and should be used to control vehicular traffic around the work site as well.

- b. Erect and maintain for the duration of the Contract proper barricades including fencing material, traffic cones, caution tape and temporary curb ramps complying with all access codes and regulations.
- c. Ensure that no construction materials be stored and/or placed on the path-of travel.
- d. Maintain the construction barriers in a sound, neat, and clean condition.

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

- a. Contractor personnel must use personal protective equipment (PPE) required and in accordance with the contracted work.
- b. The contractor is required to inspect and maintain spare PPE in case of damage, deterioration or loss of the equipment.
- c. The PPE used must meet the technical specifications required by Colombian regulation and international standards.
- d. Sharp cutting tools must be carried in Tools Carrying Cases; under no circumstances they are to be carried in uniform pockets.
- e. In those tasks where PPE certified is required, the contractor must provide the current certification.
- f. The contractor must provide records of PPE received for all the employees involved in the task.

### **4. Safety inspections requirements**

- a. All tools, equipment and/or machinery that will be used in the execution of the contracted work must be inspected by a competent person before starting the project.
- b. COR and/or Safety representatives of the US Embassy may inspect equipment, tools and/or machinery of the contractor at any time and may request to change it if deemed necessary.

### **5. Hand and Power Tool Safety**

- a. The contractor must ensure the safety of tools and equipment used by its employees.
- b. Inspected at regular intervals and maintain in good condition all tools in accordance with the manufacture's specifications.
- c. Ensure that tools are used for their intended purposes.

### **6. Emergency Response Requirements**

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

## **7. High Risk Work Requirements**

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

## **8. Electrical Safety**

- a. The contractor shall fully comply with the Embassy policies related with Electrical Safety Work Practices and Work-de energized to prevent any incident that may impact the health of personnel and/or Post electrical systems.
- b. All personnel conducting electrical work shall be sufficient trained and considered as competent persons prior to performing the work.
- c. The contractor should identify any potential sources of electrical energy likely to cause death, injury, or serious physical harm.
- d. Ensure all work is performed in accordance with local regulation and U.S. standards.

## **9. Fall Protection Requirements**

All work performed at more than 1.50 meters (5ft) is considered work at heights based on local laws, therefore the contractor must strictly comply with local Resolution 1409/2012:

- a. All equipment to work at elevated surfaces must meet at least the ANSI Z359.1 standards or European counterparts.
- b. All contractor personnel using equipment for work at heights must follow the instructions and warnings associated with such equipment.
- c. Contractor personnel will not use as an anchor point for work, ladders, piping or pipe supports.
- d. If an anchor point does not offer the recommended resistance for fall protection (5000lbs), the contractor must provide protective equipment for heights with dampers that may decrease the impact force.
- e. Scissor scaffolds are prohibited. Only use multi directional/modular scaffolding properly certified.
- f. Use dielectric ladders to work with electricity and areas with electrical influence.
- g. It is forbidden to stand on or above the second top rung of the ladders.
- h. All personnel performing work above 5 ft (1.5mts) must use at least the following personal protection equipment: helmet (dielectric if needed), with chin strap and three support points, safety glasses that protect eyes from impacts, with UV protection; hearing protection if necessary, gloves with high resistance to abrasion, slip reinforced toe boots, work clothes according to weather conditions and risk factors and proper fall protection systems.
- i. The contractor must submit to the COR, in a minimum period of eight working days before starting the work, the training certificates of all workers who will perform the job. The certificate must comply with the provisions of Resolution 3673/ 2008. A re-training should be provided to employees at least once a year as required by local legislation.

## **10. Scaffolding Requirements**

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

## **11. Requirements for Chemical Substance Management**

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

## **12. Requirements for Lifting loads, use of cranes or elevating work platforms**

- a. The contractor must submit to the COR certificates of the equipment (issued by a certified ONAC entity) used for the work (including forklift, cranes and elevating platforms) and required documents of the vehicles (SOAT, ownership card and mechanical inspections).
- b. The contractor shall send to the COR all the certificates (issued by a certified ONAC entity) of all the slings, chains, shackles or other elements used for lifting loads.
- c. The contractor shall send to the COR training certificates of all the personnel that will perform the task.
- d. The contractor shall send to the COR the Maintenance Program of the equipment and machinery that will be brought onto the compound.
- e. The contractor shall forward to the COR the loading and unloading procedure prior to the operation.
- f. The contractor must make a plan to ensure the lifting capacity of the crane or arm relative to its load.

## **13. Welding**

- a. Before cutting or welding is permitted, the COR shall inspect the area for authorizing the operation to reduce the potential of an uncontrolled ignition of materials.
- b. The contractor shall obtain a hot work permit thru the COR from the POSHO or Safety Coordinator prior to the hot work activity within occupied existing facilities, 40 feet of a building or potential hazard such as a fuel storage tank, and confined spaces regardless of location.

- c. Establish work area barriers according to the job to be performed to protect also pedestrians, these barriers shall comply with OSHA standards and post's hot work policy.
- d. Suitable fire extinguishing equipment shall be maintained on site and in a state of readiness for instant use.
- e. Cutting and welding shall be performed only in areas that are or have been made fire safe. When the task cannot be relocated, the area shall be made safe by removing combustibles or protecting combustibles from ignition sources.
- f. The contractor shall ensure all welder operators and attendants exposed to the hazard use proper welding personal protection equipment.

#### **14. Road Safety Requirements**

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

#### **15. Requirements Confined Spaces**

- a. For any work to be performed in confined spaces, you must consult with the Safety Office to identify and comply with all the mandatory requirements established by OBO/SHEM.

#### **16. Tree trimming and removal**

- a. Assume that all power lines are energized.
- b. Contact the utility company to discuss de-energizing and grounding or shielding of power lines.
- c. All tree trimming or removal work within ten feet of a power line must be done by trained and experienced line-clearance tree trimmers. A second tree trimmer is required within normal voice communication range.
- d. Line-clearance tree trimmers must be aware of and maintain the proper minimum approach distances when working around energized power lines.
- e. Use extreme caution when moving ladders and equipment around downed trees and power lines.
- f. Stay alert at all times.
- g. Do not trim trees in dangerous weather conditions.
- h. Perform a hazard assessment of the work area before starting work.
- i. Eliminate or minimize exposure to hazards at the tree and in the surrounding area.
- j. Operators of chain saws and other equipment should be trained and the equipment properly maintained.
- k. Use personal protective equipment such as gloves, safety glasses, hard hats, hearing protection, etc., as recommended in the equipment manufacturer's operating manual.
- l. Determine the tree's felling direction. Address forward lean, back lean, and/or side lean issues.
- m. Determine the proper amount of hinge wood to safely guide the tree's fall. Provide a retreat path to a safe location.
- n. Inspect tree limbs for strength and stability before climbing. Tree trimmers working aloft must use appropriate fall protection.
- o. Do not climb with tools in your hands.
- p. If broken trees are under pressure, determine the direction of the pressure and make small cuts to release it.

- q. Use extreme care when felling a tree that has not fallen completely to the ground and is lodged against another tree.
- r. Never turn your back on a falling tree.
- s. Be alert and avoid objects thrown back by a tree as it falls.

#### **17. Covid-19**

The contractor must follow the guidelines and protocols established by the Colombian Government, as well as those issued by the Centers for Disease Control and Prevention (CDC) to prevent the spread of the Covid-19 and to guarantee the health and safety of both contractor personnel and Mission personnel.

#### **Additional Notes**

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

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

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

## **NORMAS GENERALES DE SEGURIDAD Y SALUD EN EL TRABAJO PARA CONTRATISTAS Y SUBCONTRATISTAS**

El propósito del presente documento es asegurar el cumplimiento de la normatividad vigente, así como la salud y seguridad de las personas evitando cualquier tipo de daño o lesión. El contratista acepta todas las regulaciones legales vigentes en materia de seguridad y salud para el personal, así como para el público que directa o indirectamente puede verse afectado por el proyecto.

El Representante del Jefe de Contratos (COR) se asegurará que todos los requerimientos de seguridad se implementen antes y durante la ejecución del proyecto y, en caso de que se necesite, el COR estará en contacto con el Oficial de Seguridad y Salud en el Trabajo (POSHO) para garantizar que todos los estándares de seguridad están siendo implementados y para compartir cualquier información relacionada, si así se requiere.

El contratista dará cumplimiento a la norma más restrictiva entre el Manual de Requisitos de seguridad y de salud establecidos por el Cuerpo de Ingenieros del Ejército de los EE.UU ([http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)) o las leyes colombianas en materia de seguridad industrial, según lo establecido por el Ministerio de Trabajo de la siguiente manera:

### **1. Requisitos Generales:**

- a. El contratista deberá demostrar comprensión de sus responsabilidades relacionadas con los requisitos de seguridad controlando los peligros en los procesos durante planeación inicial y en las reuniones.
- b. Antes de iniciar el proyecto, el contratista deberá revisar el área de trabajo e identificar los peligros y riesgos que pueden repercutir en la ejecución del trabajo.
- c. El contratista deberá proporcionar una “persona competente” para implementar el plan de seguridad y salud en el lugar de trabajo y supervisar su cumplimiento. Una persona competente es una persona que, por medio de capacitación y/o experiencia, conoce las normas aplicables, es capaz de identificar los peligros en el lugar de trabajo relacionados con la operación. Debe ser una persona designada por el contratista y debe tener la autoridad de tomar las medidas y decisiones apropiadas.
- d. El contratista está obligado a presentar las planillas de pago al Sistema General de Seguridad Social del personal que tenga trabajando en el proyecto. Así mismo, el contratista está obligado a enviar mensualmente las planillas vigentes durante el tiempo que dure la labor para la cual fueron contratados.
- e. El contratista realizará una charla de seguridad diaria antes de iniciar la labor.
- f. Está prohibido el ingreso de personal contratista que presente signos de embriaguez o que se encuentre bajo efectos de sustancias estimulantes o alucinógenas.
- g. El contratista deberá asegurarse que las personas trabajando en el proyecto estén capacitadas y conozcan los peligros potenciales asociados a la labor. El contratista debe asegurarse que estas personas reciban los equipos apropiados para evitar lesiones de acuerdo con los requerimientos del contrato.
- h. La empresa contratista deberá acoger las normas de seguridad establecidas por la Embajada.
- i. La empresa contratista no permitirá a su personal el uso de cadenas, anillos, relojes y/o pulseras durante la ejecución de los trabajos.
- j. Está prohibido fumar en el lugar de trabajo, sólo deberán hacerlo en las áreas designadas para este fin.
- k. La empresa contratista deberá reportar cualquier accidente que se presente al COR quien transmitirá la información al POSHO o al Coordinador de Seguridad y Salud en el Trabajo de la Embajada.

## **2. Barricadas y Cerramientos**

- a. El contratista deberá instalar barricadas provisionales y señales de advertencia con el fin de mantener un camino seguro y accesible para los peatones, incluidos aquellos con discapacidad, a fin de evitar accidentes a terceros. Las barricadas y señales alertan a las demás personas sobre los peligros generados por las actividades propias del proyecto y también deben usarse para controlar el tráfico vehicular alrededor del sitio de trabajo.
- b. El contratista deberá instalar y mantener durante la ejecución del proyecto barricadas tales como cercas, conos, cintas de precaución, rampas, aceras provisionales que cumplan con los códigos de acceso y regulaciones.
- c. El contratista deberá asegurar que no se almacenen materiales de construcción en las áreas destinadas para desplazamientos peatonales y/o vehiculares.
- d. Mantendrá las barricadas y cerramientos en condiciones seguras, ordenadas y limpias.

## **3. Requisitos de Elementos de Protección Personal:**

- a. El personal contratista deberá usar los Elementos de Protección Personal (EPP) requeridos y específicos para las labores contratadas.
- b. La empresa contratista está obligada a inspeccionar y a mantener el inventario suficiente para el reemplazo de EPP en caso de daño, deterioro o pérdida.
- c. Los EPPs usados por el personal contratista deben cumplir con las especificaciones técnicas exigidas por la legislación colombiana y las normas internacionales que los regulen.
- d. El personal contratista que para el desarrollo de la labor deba utilizar herramientas y objetos cortopunzantes deben ser portados en canguros multi-herramientas; bajo ninguna circunstancia pueden ser portados en bolsillos del uniforme.
- e. En aquellas actividades en las que se requiera EPP certificado, éste debe contar con la certificación vigente.
- f. La empresa contratista deberá enviar al COR registros firmados por los trabajadores de la entrega de EPP.

## **4. Requisitos Inspecciones de Seguridad**

- a. Todas las herramientas, equipos y/o maquinaria que van a ser utilizados en la ejecución de la tarea contratada deben ser inspeccionados por una persona competente antes de iniciar el proyecto.
- b. El COR y/o Representantes de Seguridad y Salud en el Trabajo de la Embajada podrán inspeccionar los equipos, herramientas y/o maquinaria de la empresa contratista en el momento que lo considere necesario y podrá solicitar su cambio si así lo considera.

## **5. Requisitos Herramientas Manuales y de Potencia**

- a. El contratista deberá asegurar que todas las herramientas y equipos utilizadas por sus trabajadores son seguras.
- b. Todas las herramientas deberán inspeccionarse periódicamente y mantenidas en buenas condiciones de acuerdo con las especificaciones del fabricante.
- c. El contratista deberá asegurar que las herramientas son utilizadas para los fines que fueron creadas.

## **6. Requisitos Respuesta ante Emergencia:**

- a. En caso de que se presente una emergencia en las instalaciones de la Embajada, durante la ejecución de la labor contratada, el personal contratista deberá acatar las órdenes dadas por el representante/escolta que se encuentre supervisando el trabajo, por los brigadista y/o el personal de seguridad. Seguir instrucciones dadas por RSO.
- b. La empresa contratista no podrá obstruir equipos de respuesta ante emergencia tales como botiquines, extintores, gabinetes contra incendio, desfibriladores, camillas, estaciones lavaojos, o señalización de seguridad.

## **7. Requisitos Tareas de Alto Riesgo:**

- a. La empresa contratista deberá presentar los certificados de entrenamiento de cada persona que ejecutará la tarea. Estos certificados deben ser enviados antes de iniciar la ejecución del proyecto.
- b. La empresa contratista deberá elaborar un permiso de trabajo específicamente para dicha tarea y debe ser proporcionado al COR antes de la iniciación de la labor.
- c. La empresa contratista deberá enviar el Análisis de Riesgo de la tarea en un plazo máximo de ocho días hábiles antes de la iniciación del trabajo. El POSHO o representante de Seguridad y Salud en el Trabajo de la Embajada revisará el documento y hará las observaciones que considere pertinentes.
- d. Durante la ejecución de actividades de alto riesgo siempre se debe contar con la presencia de un vigía que pueda dar aviso o primer auxilio en caso de emergencia.

## **8. Seguridad Eléctrica**

- a. El contratista deberá dar cumplimiento total a las políticas de la Embajada relacionadas con Prácticas Seguras de Trabajo Eléctrico y Trabajo Des-energizado para prevenir cualquier incidente que pueda impactar la salud del personal y/o los sistemas eléctricos de la Embajada.
- b. Todo el personal que realice trabajo eléctrico deberá estar lo suficientemente entrenado y se debe considerar una persona competente antes de ejecutar el trabajo.
- c. El contratista deberá identificar cualquier posible fuente de energía eléctrica que pueda causar muerte, lesiones o daños físicos graves.
- d. Deberá asegurarse que todo el trabajo se realice de acuerdo con la normatividad local y los estándares Americanos.

## **9. Requisitos Trabajo en Alturas:**

Todo trabajo que se realice a más de 1.50 mts (5ft) se considera trabajo en alturas, por lo tanto el contratista deberá dar estricto cumplimiento a la Resolución 1409/2012:

- a. Todo equipo de trabajo en alturas debe cumplir, como mínimo, la norma ANSI Z359.1 o estándares europeos homólogos.
- b. Todo personal contratista que utilice equipos para trabajos en alturas deberá acatar las instrucciones y advertencias que traen dichos equipos.
- c. El personal contratista no utilizará como punto de anclaje para trabajo en alturas escaleras, tubería o soportes de tubería.

- d. Si un punto de anclaje no ofrece la resistencia recomendada para protección contra caídas (5000 lbs), la empresa contratista deberá suministrar equipos de protección para alturas con amortiguadores que permitan disminuir la fuerza del impacto.
- e. Están prohibidos los andamios de tijera, sólo se deben utilizar andamios modulares debidamente certificados.
- f. Utilice escaleras dieléctricas para trabajos con electricidad y áreas con influencia eléctrica.
- g. Está prohibido pararse en los dos peldaños más altos de una escalera.
- h. Todo el personal que realice trabajos en alturas deberá utilizar como mínimo las siguientes elementos de protección personal: casco con resistencia y absorción anti-impactos, según la necesidad podrán ser dieléctrico, con barbuquejo y cuatro puntos de apoyo, gafas de seguridad que protejan a los ojos de impacto, con protección para rayos UV y deslumbramientos; protección auditiva si es necesaria, guantes antideslizantes, flexibles de alta resistencia a la abrasión, botas antideslizantes con punteras reforzada, ropa de trabajo de acuerdo a las condiciones climáticas y de los factores de riesgo y un arnés integral o de cuerpo completo.
- i. La empresa contratista debe enviar al COR, en los próximos 8 días hábiles los certificados de capacitación y el entrenamiento de todos los trabajadores que realizarán trabajos en alturas. El certificado debe cumplir con lo establecido en la resolución 3673/ 2008. El certificado de reentrenamiento debe proporcionarse, por lo menos una vez al año como lo establece la legislación.

#### **10. Requisitos de Seguridad para Andamios**

- a. El contratista es responsable de probar condiciones seguras al usar, montar y desmontar andamios.
- b. Los andamios deberán ser armados y desmontados por trabajadores competentes, bajo la supervisión de supervisor experto y con experiencia.
- c. Los andamios deberán ser armados en una superficie rígida, capaz de soportar la carga máxima prevista sin asentamiento ni desplazamiento.
- d. Asegúrese de que el andamio esté equipado con barandas y rodapiés en todos los lados abiertos y en los extremos de plataformas de cuatro a diez pies de altura.
- e. Proporcione una escalera de acceso o un acceso seguro equivalente.
- f. Los andamios soportados con una relación entre la altura y el ancho de la base de más de cuatro a uno (4:1) deberán ser asegurados para que no se inclinen, por medios de sujeción, amarre o medios equivalentes.

#### **11. Requisitos para el Manejo de Sustancia Químicas:**

- a. El contratista deberá cumplir con las especificaciones que la ley local y estándares Americanos exigen para su almacenamiento, manipulación y transporte.
- b. La empresa contratista es responsable de verificar el manejo correcto de cada producto tales como: almacenamiento, rotulación, EPP requerido, disposición final de los residuos generados dando cumplimiento con la normatividad, cuidado del medio ambiente.
- c. El contratista deberá tener a la mano copia de las hojas de seguridad (SDS) de cada uno de los productos que se utilizaran en las instalaciones de la Embajada.
- d. Reenviará copia de las Hojas de seguridad al COR para su revisión.
- e. Usará y almacenará todos los productos químicos peligrosos que se utilizarán en las instalaciones en contenedores aprobados.

## **12. Requisitos para Izaje de cargas, uso de grúas o brazos articulados:**

- a. La empresa contratista deberá enviar al COR los certificados (avalado por la ONAC) de la maquinaria empleada para la prestación del servicio (Incluye montacargas y camiones grúa) y los documentos de estos vehículos (SOAT, tarjeta de propiedad y revisión técnico mecánica si aplica).
- b. La empresa contratista deberá enviar al COR los certificados (avalado por la ONAC) de las eslingas, guayas, cadenas, grilletes u otros elementos empleados para el izaje de cargas.
- c. La empresa contratista deberá enviar al COR las certificaciones de entrenamiento y/o avales de todo el personal que estará involucrada en la tarea.
- d. La empresa contratista deberá enviar al COR el programa de mantenimiento e inspecciones que se tengan de los equipos y la maquinaria.
- e. La empresa contratista deberá enviar al COR el procedimiento del cargue y descargue.
- f. La empresa contratista deberá realizar un plan de izaje para garantizar la capacidad de la grúa o brazo con relación a su carga.

## **13. Requisitos de Seguridad para Soldadura**

- a. Antes de realizar actividades de corte o la soldadura, el COR inspeccionará el área para autorizar la operación con el fin de reducir el potencial de generar una ignición no controlada de materiales.
- b. El contratista deberá obtener un permiso de trabajo en caliente a través del POSHO o el Coordinador de seguridad y Salud antes de iniciar la tarea de trabajo en caliente dentro de las instalaciones que están siendo ocupadas, a 40 pies de un edificio o en áreas con riesgo potencial como un tanque de almacenamiento de combustible y espacios confinados, independientemente de la ubicación.
- c. El contratista deberá instalar cerramiento en el área de trabajo de acuerdo con la tarea a ejecutar, para proteger a peatones. Este cerramiento debe cumplir con los estándares de OSHA y las políticas de trabajo en caliente de la Embajada.
- d. Se deberá mantener un equipo adecuado y accesible para extinción de incendios en el área de trabajo.
- e. El corte y la soldadura se deben realizar en áreas que son o han sido hechas a prueba de fuego. Cuando el trabajo no se pueda mover de manera práctica, el área debe estar segura retirando los combustibles o protegiendo los combustibles de las fuentes de ignición.
- f. El contratista deberá asegurarse de que todos los operadores y ayudantes del soldador, expuestos al peligro, usen el equipo de protección personal de soldadura adecuado.

## **14. Requisitos Seguridad Vial:**

- a. El vehículo debe contar con los elementos básicos de atención de emergencias. NTC 4532.
- b. Las camionetas y vehículos pesados deben contar con pito y sensor de reversa.
- c. La empresa contratista deberá enviar al COR los documentos de los vehículos (SOAT, tarjeta de propiedad y revisión técnico mecánica si aplica).

## **15. Requisitos para trabajos en espacios confinados**

- a. Para cualquier trabajo que se deba realizar en un espacio confinado, debe consultar con la Oficina de Seguridad y Salud para identificar y cumplir con todos los requisitos obligatorios establecidos por SHEM.

## **16. Requisitos Corte y Remoción de arboles**

- a. Siempre asuma que los cables eléctricos están energizados.
- b. Comuníquese con la compañía de servicios para asesorarse acerca de cómo desconectar y hacer contacto a tierra o aislar los cables de las líneas eléctricas.
- c. Todos los trabajos de corte y remoción de árboles dentro de un mínimo de 10 pies (3 metros) de las líneas eléctricas, deben hacerse por podadores capacitados y experimentados en corte de árboles cerca de las líneas. Un segundo podador de árbol es requerido dentro de una distancia de comunicación con voz normal.
- d. Podadores de árboles, de cortes de línea, deben de estar conscientes y mantener una distancia apropiada mínima cuando trabajen alrededor de cables de alta tensión energizados.
- e. Use extrema cautela cuando mueva las escaleras y equipos alrededor de árboles caídos y cables de alta tensión.
- f. Manténgase alerta en todo momento.
- g. No recorte árboles en condiciones de clima peligroso.
- h. Lleve a cabo una evaluación de los peligros del área de trabajo antes de comenzar a trabajar.
- i. Elimine o disminuya la exposición a peligros en el árbol y en las áreas alrededor.
- j. Operadores de sierra de cadena y otros equipos deberán ser capacitados y mantener el equipo apropiadamente.
- k. Use el equipo de protección de seguridad personal tales como guantes, gafas de seguridad, casco con barbuquejo, protección para los oídos, etc., según recomendaciones en el manual de operación del fabricante.
- l. Determine la dirección de la caída del árbol. Señale inclinaciones hacia al frente, inclinaciones hacia atrás e inclinaciones hacia los lados.
- m. Determine la cantidad apropiada de articulaciones en el árbol para poder guiar la caída del árbol con seguridad. Provea un camino de retirada a un lugar seguro.
- n. Inspeccione la estabilidad y la fuerza de las ramas del árbol antes de subirse. Podadores de árboles trabajando en la parte alta deben usar un equipo de protección contra caídas.
- o. No suba con herramientas en las manos.
- p. Si árboles rotos están en presión, determine la dirección de la presión y haga cortes pequeños para liberarla.
- q. Use cuidado extremo cuando tale un árbol que no ha caído completamente al suelo y está recostado contra otro árbol.
- r. Nunca de la espalda a un árbol caído.
- s. Esté alerta y evite que objetos revoten de un árbol cuando cae.

## **17. Covid-19**

El contratista deberá seguir los lineamientos y protocolos establecidos por el Gobierno Colombiano, así como los emitidos por el Centro de Control y Prevención de Enfermedades (Centers for Disease Control and Prevention – CDC por sus siglas en inglés) para prevenir la propagación del Covid-19 y de esta manera garantizar la salud y la seguridad tanto del personal contratista como del personal de la Misión de la Embajada de Estados Unidos.

### **Notas Adicionales**

El COR de la Embajada trabajará directamente con el contratista para garantizar que todos los requerimientos de seguridad se cumplan como se describen en este documento y, en caso de que se requiera, el COR le reportará al POSHO o al Coordinador de Seguridad y Salud en el Trabajo de la Embajada sobre cualquier deficiencia identificada antes o durante la ejecución del proyecto.

En caso de que el COR identifique un acto o una condición insegura que pueda afectar significativamente la salud o la seguridad del personal de la Embajada, contratistas, subcontratistas, terceros o a la propiedad del gobierno, la

operación puede ser suspendida por el COR hasta que la condición sea corregida. Si aparecen diferentes condiciones durante el proyecto, el COR puede solicitarle requisitos de seguridad adicionales al contratista.

El COR puede compartir información relacionada con seguridad con el POSHO o el Coordinador de Seguridad y Salud para garantizar la seguridad del personal y la conservación de la propiedad.