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REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

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

<table>
<thead>
<tr>
<th>Total Price (including all labor, materials, overhead and profit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBA Insurance</td>
</tr>
</tbody>
</table>

A.1 Value Added Tax

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B. SCOPE OF WORK

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

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

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

U.S. Embassy Panama
Demetrio Lakas Street, Bldg. 783, Clayton
Panama City, Republic of Panama

D. INSPECTION AND ACCEPTANCE

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

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

D.1 Substantial Completion

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for
(1) do not interfere with the intended occupancy or utilization of the work, and
(2) can be completed or corrected within the time period required for final completion.

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

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

D.2 Final Completion and Acceptance

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

D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

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

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

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

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
The Contractor shall be required to:
commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, prosecute the work diligently, and complete the entire work ready for use not later than 45 calendar day after the Notice to Proceed.

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

52.211-12 RESERVED
CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "10 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

Extend the completion date or obligate the Government to do so, Constitute acceptance or approval of any delay, or Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

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

NOTICE TO PROCEED

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

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

WORKING HOURS

All work shall be performed during United States Embassy Panama City regular working hours; Monday to Thursday from 07:30am to 05:00pm and Fridays from 07:30am to 11:30am. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

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

<table>
<thead>
<tr>
<th>HOLIDAY</th>
<th>FROM</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>U.S.</td>
</tr>
<tr>
<td>Martyrs’ Day</td>
<td>PANAMA</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>U.S.</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>U.S.</td>
</tr>
<tr>
<td><strong>Shrove (Carnival) Day</strong></td>
<td><strong>PANAMA</strong></td>
</tr>
<tr>
<td><strong>Good Friday</strong></td>
<td><strong>PANAMA</strong></td>
</tr>
<tr>
<td><strong>Labor Day</strong></td>
<td><strong>PANAMA</strong></td>
</tr>
<tr>
<td><strong>Memorial Day</strong></td>
<td><strong>U.S.</strong></td>
</tr>
<tr>
<td><strong>Juneteenth</strong></td>
<td><strong>U.S.</strong></td>
</tr>
<tr>
<td><strong>Independence Day</strong></td>
<td><strong>U.S.</strong></td>
</tr>
<tr>
<td><strong>Labor Day</strong></td>
<td><strong>U.S.</strong></td>
</tr>
<tr>
<td><strong>Columbus Day</strong></td>
<td><strong>U.S.</strong></td>
</tr>
<tr>
<td><strong>Separation Day from Colombia</strong></td>
<td><strong>PANAMA</strong></td>
</tr>
<tr>
<td><strong>Colón Day (no day off work)</strong></td>
<td><strong>PANAMA</strong></td>
</tr>
<tr>
<td><strong>Los Santos Uprising Day</strong></td>
<td><strong>PANAMA</strong></td>
</tr>
<tr>
<td><strong>Veteran’s Day</strong></td>
<td><strong>U.S.</strong></td>
</tr>
<tr>
<td><strong>Thanksgiving Day</strong></td>
<td><strong>U.S.</strong></td>
</tr>
<tr>
<td><strong>Independence Day from Spain</strong></td>
<td><strong>PANAMA</strong></td>
</tr>
<tr>
<td><strong>Mother’s Day</strong></td>
<td><strong>PANAMA</strong></td>
</tr>
<tr>
<td><strong>December 20th holiday</strong></td>
<td><strong>PANAMA</strong></td>
</tr>
<tr>
<td><strong>Christmas Day</strong></td>
<td><strong>U.S./PANAMA</strong></td>
</tr>
</tbody>
</table>

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

**PRECONSTRUCTION CONFERENCE**

A preconstruction conference will be held 10 days after contract award at **United States Embassy Panama City, Edificio 783 Ave. Demetrio Basilio Lakas, Clayton** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

**DELMERABLES - The following items shall be delivered under this contract:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Deliver Date</th>
<th>Deliver To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section G. Securities/Insurance</td>
<td>1</td>
<td>10 days after award</td>
<td>CO</td>
</tr>
<tr>
<td>Section E. Construction Schedule</td>
<td>1</td>
<td>10 days after award</td>
<td>COR</td>
</tr>
<tr>
<td>Section E. Preconstruction Conference</td>
<td>1</td>
<td>10 days after award</td>
<td>COR</td>
</tr>
<tr>
<td>Section G. Personnel Biographies</td>
<td>1</td>
<td>10 days after award</td>
<td>COR</td>
</tr>
<tr>
<td>Section F. Payment Request</td>
<td>1</td>
<td>Last calendar day of each month</td>
<td>COR</td>
</tr>
<tr>
<td>Section D. Request for Substantial Completion</td>
<td>1</td>
<td>15 days before inspection</td>
<td>COR</td>
</tr>
<tr>
<td>Section D. Request for Final Acceptance</td>
<td>1</td>
<td>5 days before inspection</td>
<td>COR</td>
</tr>
</tbody>
</table>

**Additional deliverables**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Deliver Date</th>
<th>Deliver To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tools and equipment list</td>
<td>1</td>
<td>10 days after NTP</td>
<td>COR</td>
</tr>
<tr>
<td>Tools and equipment storage control plan</td>
<td>1</td>
<td>10 days after award</td>
<td>COR</td>
</tr>
<tr>
<td>Projected Substantial Completion date</td>
<td>1</td>
<td>25 days after NTP</td>
<td>COR</td>
</tr>
<tr>
<td>Punch List</td>
<td>1</td>
<td>3 days after substantial completion</td>
<td>COR</td>
</tr>
</tbody>
</table>
F. ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is **New Embassy Compound (NEC) Supervisor**

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

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

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

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

<table>
<thead>
<tr>
<th>U.S. Embassy Panama</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn. FMO – PO #</td>
</tr>
<tr>
<td>Demetrio Lakas Street, Bldg 783</td>
</tr>
<tr>
<td>Clayton, Panama City, Republic of Panama</td>
</tr>
</tbody>
</table>

G. SPECIAL REQUIREMENTS

G.1.0 RESERVED

G.1.1 RESERVED

G.1.2 RESERVED

G.1.3 RESERVED

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

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

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

<table>
<thead>
<tr>
<th>(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS</th>
</tr>
</thead>
</table>

6
<table>
<thead>
<tr>
<th>Per Occurrence</th>
<th>$10,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cumulative</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

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

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

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

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

G.3.0 DOCUMENT DESCRIPTIONS

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

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

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

G.3.1.2 RESERVED

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

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.
The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

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

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

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

G.5.2 After award, the Contractor has 10 ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 20 days to perform. For each individual the list shall include:

<table>
<thead>
<tr>
<th>Full Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place and Date of Birth</td>
</tr>
<tr>
<td>Nationality</td>
</tr>
<tr>
<td>ID number</td>
</tr>
<tr>
<td>Copy of Identification document</td>
</tr>
<tr>
<td>Current Address</td>
</tr>
<tr>
<td>Position to hire</td>
</tr>
<tr>
<td>Copy of the current police record</td>
</tr>
<tr>
<td>Social security enrollment voucher</td>
</tr>
</tbody>
</table>

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall always provide an English-speaking supervisor on site. This position is considered as key personnel under this purchase order.

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

G.7.0 SPECIAL WARRANTIES

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

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

G.8.0 EQUITABLE ADJUSTMENTS

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

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

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

G.9.0 RESERVED

H. CLAUSES

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

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

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

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS (JUN 2020)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
</tr>
<tr>
<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)</td>
</tr>
<tr>
<td>52.204-19</td>
<td>INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (NOV 2021)</td>
</tr>
<tr>
<td>52.213-4</td>
<td>TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2022)</td>
</tr>
</tbody>
</table>
52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2022)
52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4 WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11 PLEDGES OF ASSETS (FEB 2021)
52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11 EXTRAS (APR 1984)
52.232-18 AVAILABILITY OF FUNDS (APR 1984)
52.232-22 LIMITATION OF FUNDS (APR 1984)
52.232-25 PROMPT PAYMENT (JAN 2017)
52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8 OTHER CONTRACTS (APR 1984)
52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12 CLEANING UP (APR 1984)
52.236-13 ACCIDENT PREVENTION (NOV 1991)
52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14 SUSPENSION OF WORK (APR 1984)
52.243-4 CHANGES (JUN 2007)
52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)
52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9 USE AND CHARGES (APR 2012)
52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)
52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
52.246-26 REPORTING NONCONFORMING ITEMS (NOV 2021)
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
Federal Acquisition Regulations (FAR) clauses incorporated in full text

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

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

Critical technology means—

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

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

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

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

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

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or


Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

(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. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

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

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

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

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

   (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

   (End of clause)

Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (FEB 2015)

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

   (End of clause)

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)
In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

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

(1) Scaffolding;
(2) Work at heights above 1.8 meters;
(3) Trenching or other excavation greater than one (1) meter in depth;
(4) Earth-moving equipment and other large vehicles;
(5) Cranes and rigging;
(6) Welding and 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.

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

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

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

(End of clause)

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

(a) The Contractor warrants the following:
   (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
   (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
   (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

(End of clause)

652.243-70 **NOTICES (AUG 1999)**

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

(End of clause)

I. **LIST OF ATTACHMENTS**
<table>
<thead>
<tr>
<th>ATTACHMENT NUMBER</th>
<th>DESCRIPTION OF ATTACHMENT</th>
<th>NUMBER OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 1</td>
<td>Reserved</td>
<td>-</td>
</tr>
<tr>
<td>Attachment 2</td>
<td>Reserved</td>
<td>-</td>
</tr>
<tr>
<td>Attachment 3</td>
<td>Sample Bank Letter of Guarantee</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>Breakdown of Price by Divisions of Specifications</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 5</td>
<td>Drawings</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 6</td>
<td>Scope of works</td>
<td>6</td>
</tr>
<tr>
<td>Attachment 7</td>
<td>Safety requirements for contractors and subcontractors</td>
<td>13</td>
</tr>
</tbody>
</table>

J. QUOTATION INFORMATION

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

Qualifications of Offerors

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

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

Submission of Quotations

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

Each quotation must consist of the following:

<table>
<thead>
<tr>
<th>VOLUME</th>
<th>TITLE</th>
<th>NUMBER OF COPIES*</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Standard Form 1442 including a completed Attachment 4,</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>&quot;BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>Performance schedule in the form of a &quot;bar chart&quot; and Business</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Management/Technical Proposal</td>
<td></td>
</tr>
<tr>
<td>III</td>
<td>Bill of Materials list</td>
<td>1</td>
</tr>
</tbody>
</table>

Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below:

U.S. Embassy Panama Bldg. 783
Attn. GSO, CO
Ave. Demetrio B. Lakas, Clayton
Panama R.P.
The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.


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

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

Proposed Work Information - Provide the following:
1. A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
2. The name and address of the Offeror's field superintendent for this project;
3. A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,
4. The COR must approve all submittals before they are used:
   i. Sample, with catalog cut sheet.
   ii. All electrical must be UL approved and meet IBC standards.
   iii. All mechanical must meet IBC standards.
   iv. Material Safety Data Sheets (SDS)
5. Submit a copy of the professional license for trade worker that would be involve in the project. The license must be issued by Junta Técnica de Ingenieria y Arquitectura (JTIA) de Panama.
6. Construction Accident Prevention Plan (CAPP)

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:
1. Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
2. Contract number and type;
3. Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
4. Brief description of the work, including responsibilities; and
5. Any litigation currently in process or occurring within last 5 years.

Volume III: Bill of Materials list (BOM, and brief description. Estimated material and quantities for 80% of the projects
1. Include long lead items. (The U.S. Embassy was built to US Code, not all items are available on the locate market.)

<table>
<thead>
<tr>
<th>No.</th>
<th>Material</th>
<th>Quantity</th>
<th>Description</th>
<th>Specifications</th>
</tr>
</thead>
</table>

Quotes must have a minimum validity period of 30 calendar days.

**Site visit (construction) FAR 52.236-27 (feb 1995)**

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

(b) A site visit has been scheduled for **July 14th, 2022,** at **10:00a.m.**

(c) Participants will meet at please contact to Mr. Reinel Arcia to submit the information require to grant access to your company representation, by email **arciara@state.gov** before **July 12th, 2022,** at **03:00p.m.**
Magnitude of Construction Project

It is anticipated that the range in price of this contract will be: $25,000 and $100,000.

Late Quotations.

Late quotations shall be handled in accordance with FAR.

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

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

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

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

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

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.215-1</td>
<td>INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)</td>
</tr>
</tbody>
</table>

K. EVALUATION CRITERIA

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

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

- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Otherwise, qualified and eligible to receive an award under applicable laws and regulations.
L. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

Definitions.

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

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

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

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

Taxpayer Identification Number (TIN).

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

(e) Type of Organization.

<table>
<thead>
<tr>
<th>Type of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Proprietorship</td>
</tr>
<tr>
<td>Partnership</td>
</tr>
<tr>
<td>Corporate Entity (not tax exempt)</td>
</tr>
<tr>
<td>Corporate Entity (tax exempt)</td>
</tr>
<tr>
<td>Government entity (Federal, State or local)</td>
</tr>
<tr>
<td>Foreign Government</td>
</tr>
<tr>
<td>International organization per 26 CFR 1.6049-4</td>
</tr>
<tr>
<td>Other:</td>
</tr>
</tbody>
</table>

(f) Common Parent.

<table>
<thead>
<tr>
<th>Common Parent Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.</td>
</tr>
<tr>
<td>Name and TIN of common parent</td>
</tr>
</tbody>
</table>

Name
TIN
L.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

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

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

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

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

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

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

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

(i) □ Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $92,319, the provision with its Alternate II applies.

(D) If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.

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

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see
FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<table>
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<tr>
<th>FAR Clause #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

Alternate I (SEP 2021). As prescribed in 4.1202(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Size standard</th>
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</table>

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees if the acquisition—

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

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

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

(End of provision)

L.3 52.204–24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

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

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

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

(c) Representation. The Offeror represents that-
(1) It □ is, □ is not an inverted domestic corporation; and

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

(End of provision)

L.5. **52.225-18 PLACE OF MANUFACTURE (AUG 2018)**

(a) Definitions. As used in this provision—

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

(1) FPSC 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.

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

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

(2) □ Outside the United States.

(End of provision)

L.6 **AUTHORIZED CONTRACTOR ADMINISTRATOR**

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

<table>
<thead>
<tr>
<th>Name:</th>
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<tbody>
<tr>
<td>Telephone Number:</td>
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</table>
(a) Definitions. As used in this provision-

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

Marginalized populations of Sudan means-

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

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

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

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

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

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

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

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

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

(End of Provision)
ATTACHMENT #1

RESERVED
ATTACHMENT #2

RESERVED
ATTACHMENT #3 - SAMPLE LETTER OF BANK GUARANTY

Place [ ]
Date [ ]

Contracting Officer
U.S. Embassy, [Note to CO: insert Post name]
[Note to CO: insert mailing address]

Letter of Guaranty No. _______

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer’s written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

<table>
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<tr>
<th>Depository Institution:</th>
<th>[name]</th>
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<tr>
<td>Address:</td>
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<td>Representatives:</td>
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<td>Location:</td>
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<td>State of Inc.:</td>
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<td>Corporate Seal:</td>
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Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.
### Breakdown of Price by Divisions of Specifications

<table>
<thead>
<tr>
<th>(1) Division/Description</th>
<th>(2) Labor</th>
<th>(3) Materials</th>
<th>(4) Overhead</th>
<th>(5) Profit</th>
<th>(6) Total</th>
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<tbody>
<tr>
<td>1. General Requirements</td>
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<td>2. Site Work</td>
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<td>3. Concrete</td>
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<td>5. Metals</td>
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<td>6. Wood and Plastic</td>
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<td>8. Doors and Windows</td>
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<td>9. Finishes</td>
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<td>10. Specialties</td>
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<td>11. Equipment</td>
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<td>12. Furnishings</td>
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<td>13. Special Construction</td>
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<td>14. Conveying Systems</td>
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<td>15. Mechanical</td>
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<tr>
<td>16. Electrical</td>
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**Total (USD):**

Allowance Items:

**Proposal Price:**

Total (USD):

Alternates (list separately; do not total):

*Offeror:* __________________________ *Date:* __________________________
Statement of Work

Project: New Foreign Litigation Office
Location: Embassy Chancery Building
Estimated Start Date: 2022
Description: New hard-walled office for U.S. Direct Hire Foreign Litigation Officer at the United States Embassy in Panama City, Panama.

PART ONE – GENERAL

1.1 Summary

The Office of Foreign Litigation has solicited the need for a private hard walled office for the Attorney-in-Charge of Latin American Litigation. The current workspace does not satisfy the present agency needs which requires a higher level of privacy.

Requirements in this SOW serve as direction for development and delivery of a complete technical proposal, construction documents, and construction by a contractor. All work shall be in accordance with international professional standards of skill, care, and diligence.

1.2 Project Description

Construction of new gypsum board hard walls inside Office Suite 257 at the area currently assigned as the Foreign Litigation main cubicle. A new private office will be built including telecom and electric outlets, supply air diffusers and return air grilles, lighting fixtures and occupancy sensor will be adjusted to new space arrangement. The sprinkler heads will be relocated by Embassy Plumbing Shop if required.

1.3 Government Furnished Material (GFM)

Bonded mineral core wood veneer Architectural door from VT Industries. Corbin Russwin Mortise ML2000 lock with Newport NSM trim.

1.4 Project Requirements
1.4.1 Coordination – The Contractor shall coordinate the project requirements with the Embassy Contracting Officer’s Representative (COR).

1.4.2 The Contractor shall carry out the demolition, construction, repairs, installation, renovation, debris removal, etc. as described in items 2.0 and 3.0.

1.4.3 The Contractor shall take special care of existing carpeting, walls, furniture and fixtures which the contractor shall protect from damage or deterioration caused by the renovation activities with the use of padded cardboard or plastic coverings.

1.4.4 Construction Documents – The Contractor shall have a copy of the SOW and during on-site during the project. The coordination and supervision of all work shall be the responsibility of the Contractor. All work has to be executed with minimal disruption to the traffic and operations on the work site.

1.4.5 The COR will have the right to access the construction site at all times, inspecting the project construction in its entirety.

1.4.6 Site access will be coordinated by the Contractor and must be in compliance with embassy security rules and regulations.

1.4.7 During construction, hold regular scheduled meetings with the COR for progress reporting and coordination.

1.4.8 The COR will determine the location of the Material/Equipment storage, Break Area and Toilet.

1.5 Substitutions and Product Options

Contractor’s Representation: Request for substitution constitutes a representation that the Contractor:

1.5.1 Has investigated proposed product and determined that it is equal to or superior in all respects to that specified.

1.5.2 Shall coordinate installation of accepted substitution into Work and make such other changes as may be required for Work to be complete in all respects.

1.5.3 Waives all claims for additional costs, under his responsibility, related to substitution, which subsequently becomes apparent.

1.5.4 If substitution is not approved or accepted, Contractor shall furnish specified product.

1.5.5 During Solicitation, only written requests for substitutions of products in place of those specified will be considered. Such requests must be received at least two weeks prior to Proposal Date. Requests received after that time will not be considered. Approval of substitutions will be set forth in an Amendment.

1.5.6 Requests for substitutions supported with complete data, drawings, and appropriate samples shall include data listed below:
- Product description, performance, and test data, and applicable reference standards.
- Changes required in other elements of Work because of substitution.
- Effect on construction schedule.
- Product Options: For products specified by naming several products or manufacturers, select any product and manufacturer named.

1.6 **Quality Control**

1.6.1 The Embassy and FAC has the right to inspect and test all services, to the extent practicable at all times and places during the work. FAC may perform full time quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the Construction Documents.

1.6.2 Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.

1.6.3 Manufacturer to perform the work for the specified guarantee period shall approve contractor.

1.6.4 **Bill of Material (BOM)**

Provide a list of estimated material and quantities for 80% of the project.

- Include long lead items. *(The NEC was built to US Code, not all items may be available on the local market).*
- Customs clearance and shipping assistance is available through the USG. Vats & Tax should not be included in contract cost.

1.6.5 Reference of previous similar type projects your company has completed. *(Within the past 18 months)*

1.7 **Life Safety Protection**

1.7.1 The Contractor shall ensure that the works are carried out in accordance with safety and health regulations, with particular attention given to: personal protective equipment, guard rails, scaffolding, electric leads and access ladders. The work shall meet OSHA standards - [http://www.osha.gov/](http://www.osha.gov/) and/or Safety and Health Requirement Manual, EM 385-1-1. *(See attached SAFETY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS)*
1.7.2 The Contractor shall not, at any time, leave work in an unsafe condition or any condition that might cause injury to personnel, damage to existing work, plant or equipment, but shall continue that work until it is at a safe stage.

1.7.3 Fire Protection – Immediately remove debris from demolition area.

1.7.4 Do not store debris on site for more than 48 hours.

1.7.5 All hot work requires COR approval 24 hours in advance.

1.7.6 The Contractor must provide a properly sized ABC Class fire extinguisher.

1.7.7 Storage of hazardous material will be in COR approved areas only.

1.7.8 See Embassy APOSHO Attachment – U.S. Embassy Panama SAFETY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS, for work applicable paragraphs.

PART TWO – EXECUTION

2. Installation Work

Carpentry

2.1.1 Build 8.70 lineal meters of new wall partition using 5/8" Gypsum Wall Board with 3-5/8" metal stud structure with vertical studs every 16" (400mm) and 2.5" (63.5mm) thick Mineral Wool Batt insulation. Reference OFFICE 257 Foreign Litigation – Partition Details.

2.1.2 Re-arrange suspended existing ceiling structure.

2.1.3 If any fire sprinkler needs to be relocated, the contractor needs to inform the COR and the Embassy personnel will relocate it.

2.1.4 Install new Government Provided 1-3/4" bonded mineral core wood veneer Architectural door from VT Industries Heritage Series with Savannah Mahogany finish #SA02.

2.1.5 Furnish and Install Bommer 5000 Full Mortise Door Hinges and the Government Provided Corbin Russwin Mortise ML2000 lock with Newport NSM trim.

2.1.6 Frame. Furnish and install hollow metal frames in compliance with ANSI A250.8 and with details indicated for type and profile. Fabricate frames of full-welded unit construction, with corners mitered, reinforced, and continuously welded full width of mitre. Knockdown frames are acceptable for drywall. Form frames from cold- or hot-rolled steel sheet of the following thicknesses:
   a. Openings up to and Including 1200 mm Wide: 1.5 mm. (Gauge 16)
   b. Openings More than 1200 mm Wide: 1.9 mm. (Gauge 14)
2.1.7 Patch, mud and sand new wall partitions.

2.1.8 Furnish and install 16.00 approximately lineal meters of vinyl cove base for the new wall partitions.

2.1.9 Paint walls with anti-fungus latex paint existing and new wall partition. Pintuco Koraza Base White or similar quality approve by the COR.

2.1.10 Final clean up.

**Electric Installations**

2.1.11 The contractor shall provide rough in conduit and relocate one (1) temperature sensor outlet. *Reference OFFICE 257 – Foreign Litigation HVAC Plan*

2.1.12 Furnish and install 2 independent single light switches Leviton 20A 120/277V AC or similar to control two sets of LED fixtures. The light switch plate shall be a single brushed stainless-steel cover to house the 2 light switches. The grounding cable shall be color coded green, neutral and independent. *Reference OFFICE 257 Foreign Litigation – Lighting Plan.*

2.1.13 Furnish and Install 4 Led panels 600mmx600mm, 40 Watts, 4100K, 100-277V, LUXOLAR or similar lighting fixtures. *Reference OFFICE 257 Foreign Litigation – Lighting Plan.*

2.1.14 Furnish and Install 1 (one) LEV-OSP20-RD0 Power Pack 20A 120/277V W/Relay and an Occupancy Sensor LEV-OSC20-MOW 360 186 m2 Power Pack or similar in new office space.

2.1.15 Not included works (voice data cabling, announce system, fire detection).

**HVAC Modifications**

2.1.16 Furnish and install 1 new perforated return air grille 600mm x 600mm 150L/S (Price 10 Series Perforated Return Grille or similar approved by COR) with O.B.D. (Price VCS3 opposed blade damper or similar approved by COR). *See OFFICE 257 – Foreign Litigation Proposed HVAC Plan*

2.1.17 Furnish and install rough in conduit and new 4x4 outlet box, conduit connection to VAV Box actuator, and re-install one (1) room temperature sensor on new location. Existing VAV Box will serve new Office. *See OFFICE 257 – Foreign Litigation Proposed HVAC Plan*
2.1.18 Wiring and connection of the relocated temperature controller to the VAV Box will be performed by the USG. See Reference OFFICE 257 – Foreign Litigation Proposed HVAC Plan for location.

3. Reference Documents and Drawings

3.1.1 OFFICE 257 Foreign Litigation – Lighting Plan
3.1.2 OFFICE 257 Foreign Litigation – HVAC Plan
3.1.3 OFFICE 257 Foreign Litigation – Partition Details
3.1.4 OFFICE 257 Foreign Litigation – Door and Frame Details
3.1.5 SAFETY - U.S. Embassy Panama SAFETY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.
3.1.6 Schedule of Deliverables
SAFETY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS (ENGLISH VERSION)

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 [link](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) or the Panamanian laws on industrial safety as established by the Ministry of Labour 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 Panamanian 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 guy ing, 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 CBP entity) used for the work (including forklift, cranes and elevating platforms) and required documents of the vehicles (ownership card and mechanical inspections).

b. The contractor shall send to the COR all the certificates (issued by a certified CBP 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 obtained 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 (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.

**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.
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) o las leyes panameñas 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 panameñas y las normas internacionales que los regulen.

d. El personal contratista que para el desarrollo de la labor deba utilizar herramientas y objetos corto-punzantes deben ser portados en canguros multiherramientas; 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 utilizados por sus trabajadores son seguros.
b. Todas las herramientas deberán inspeccionarse periódicamente y mantenedas 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 reforzadas, 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 según las leyes panameñas.

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 Americans 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 el benemérito Cuerpo de bomberos “CBP”) de la maquinaria empleada para la prestación del servicio (Incluye montacargas y camiones grúa) y los documentos de estos vehículos, tarjeta de propiedad y revisión técnico mecánica si aplica.

   b. La empresa contratista deberá enviar al COR los certificados (avalado por la (CBP) 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 (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 aislard 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.

**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.