

August 28, 2019

U.S. Embassy Cotonou
General Services Office
01 BP 2012
Cotonou, Benin

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19BN1519Q0005, Installation of playground at NEC.

The Embassy of the United States of America invites you to submit a quotation for the installation of the playground material..

The Embassy intends to conduct a pre-quotation conference and site visit on September 10, 2019 at 3:00PM, and all prospective quoters who have received a solicitation package will be invited to attend. See Section J of the attached Request for Quotations (RFQ).

Submit your quotation in a sealed envelope marked "Quotation Enclosed" to the General Services Office, American Embassy Cotonou, 01 BP 2012 Attention to GSO on or before 10:00 AM on September 18, 2019. No quotations will be accepted after this time.

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

1. SF-1442
2. Section A pricing;
3. Section L, Representations and Certifications;
4. Additional information as required in Section J.

Direct any questions regarding this solicitation to Ayawo Agboto by letter or by telephone 2126-7977 during regular business hours.

Sincerely,

Kirk Jensen
Facility Manager

Enclosure:
As stated.

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 19BN1519Q00005	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/28/2019	PAGE OF PAGES <u>1 / 54</u>
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. Playground installation
7. ISSUED BY GENERAL SERVICES OFFICE American Embassy Cotonou Boulevard de la Marina	CODE	8. ADDRESS OFFER TO General Services Office American Embassy Cotonou Boulevard de la Marina
9. FOR INFORMATION CALL: →	A. NAME Ayawo Agboto	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) +229 2136 7977

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):***Playground installation at NEC**11. The Contractor shall begin performance within **30** calendar days and complete it within **90** calendar days after receiving
 award, notice to proceed. This performance period is mandatory, negotiable. *(See _____.)*12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)
 YES NO12B. CALENDAR DAYS
120

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and ____ copies to perform the work required are due at the place specified in Item 8 by _____ *(hour)* local time _____ *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than ____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)()

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document. Representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD (Contractor is not required to sign this document.) Your offer is accepted.

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

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

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

A. PRICE

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

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

Not Applicable.

D. INSPECTION AND ACCEPTANCE

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

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

D.1 SUBSTANTIAL COMPLETION

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

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

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

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

D.2 FINAL COMPLETION AND ACCEPTANCE

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

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

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

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

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

E. DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to:

- (a) commence work under this contract within **30** calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than **90** calendar days.

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

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **\$100** for each calendar day of delay until the work is completed or accepted.

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

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:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) 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 normal working hours, Monday thru Thursday from 08:00 to 17:30 and Friday from 08:00 to 13:30. 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.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at Embassy to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

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 **Building Engineer**

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

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

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

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

Financial Management Office
Boulevard de la Marina
CotonouDBO@State.gov

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price. The contractor shall submit bank guarantee for that purpose.

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

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

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

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

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

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	\$1,000
Cumulative	\$5,000
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	\$500
Cumulative	\$2,000

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

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

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

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

G.3.0 DOCUMENT DESCRIPTIONS

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

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

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

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

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

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

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

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

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

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

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

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take **30** days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

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

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

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

G.7.0 SPECIAL WARRANTIES

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

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

G.8.0 EQUITABLE ADJUSTMENTS

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

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

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

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

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

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

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

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (OCT 2018)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2018)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 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 (JULY 2013)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 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 ITEMS (AUG 2018)
- 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 (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
Alternate I (SEPT 1996)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

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

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

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

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

(End of clause)

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

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

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

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

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

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

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

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

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

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

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

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

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

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

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

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

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

and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

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

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Specifications	1
Attachment 3	Drawing	1

J. QUOTATION INFORMATION

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

A. QUALIFICATIONS OF OFFERORS

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

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

B. SUBMISSION OF QUOTATIONS

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

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	1
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	3

Submit the complete quotation to the address indicated. If mailed, on Standard Form 1442, or if hand-delivered, use the address set forth below:

General Services Office
American Embassy Cotonou
Boulevard de la Marina
Attention: GSO / Playground

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.

Volume II: Performance schedule and Business Management/Technical Proposal.

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

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

Proposed Work Information - Provide the following:

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

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

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

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) A site visit has been scheduled for September 10, 2019 at 03:00 PM local time.

(c) Participants will meet at SCAC located on street between Embassy and Infosec.

(d) Each participant shall submit name no later than September 6 at 10:00AM to CotonouGSOBids@state.gov.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be less than \$25,000.

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

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

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

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

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> 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):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS

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

(a) Definitions.

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

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

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

(c) otherwise due under the contract.

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

(e) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax exempt);

Corporate Entity (tax exempt);

Government Entity (Federal, State or local);

Foreign Government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____
TIN _____
(End of provision)

52.204-8 Annual Representations and Certifications (OCT 2018)

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

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

(b) (1) If the 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 \$250,000.

- (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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 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.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 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.

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

(xvi) 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.

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

(xviii) 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.

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

(xx) 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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxiv) 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 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.

FAR Clause	Title	Date	Change

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

(End of Provision)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

(End of provision)

L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

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

Name:
Telephone Number:
Address:

L.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

(End of provision)

L.6. 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)

ATTACHMENT #1 - SAMPLE LETTER OF BANK GUARANTY

Place []
Date []

Contracting Officer
U.S. Embassy Cotonou
01 BP 2012
Cotonou, Benin

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.

Depository Institution: [name]

Address:

Representatives: Location:

State of Inc.:

Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

STATEMENT OF WORK

PLAYGROUND INSTALLATION

1 PROJECT DESCRIPTION

➤ PROJECT SYNOPSIS

The U.S. is seeking a professional company, competent and very skillful in civil works to install a Community Playground at the US Embassy Cotonou”. The Embassy has already purchased the playground along with the surface matting protection. In this contract, the Contractor shall furnish all necessary construction materials, labor, transportation, equipment, investigation and supervision to build a concrete pad, a sidewalk and to install the playground that will be issued to him/her by the Embassy.

Work will be performed within in a fixed-price contract.

➤ Site preparation

- a) The Contractor shall remove all organic material and unsuitable excavated materials from the area the project will take place.
- b) The Contractor shall dispose of all excavated materials.
- c) The Contractor shall bring in material suitable for compaction.

NOTE: The contractor shall take all necessary precautions to protect the swimming pool deck and landscape in relation to the performance of this contract. The contractor shall repair or replace any damage the contractor, the contractor’s employees, and the contractor’s subcontractors cause to the landscaping and pool deck during the performance of the contractor’s requirements to the contract.

2 Scope of Work

The Contractor shall furnish and install all materials required by this contract for installing an outdoor playground in a protected area and building a sidewalk.

The contractor will take into account the details and measure specified herein.

See synoptic of the playground location on the Attachment-1.

Three (03) sections are covered in this scope:

2.1. Section 1: Fencing

The contractor shall furnish and install an iron fence according to the enclosed drawings. See attachment-2.

The fencing work will consist of modifying an existing fence and providing the same materials to build a new fence on the east side of the considered area.

Referring to the drawings in the attachment-2, the new fence shall be installed from the corner pole “F” (on the Pool bar Fence) to the Pole “11” of the northern fence at Swimming Pool.

The fence height from the planter shall be kept even from the Post-F to the Light –Post in order to meet a minimum height of 1295mm from the concrete seat.

2.2. Section 2: Masonry works.

This section covers the requirement for casting a concrete pad that supports the playground material as well as a sidewalk from the playground gate to the west compound sidewalk. See attachment-3.

The Embassy has selected and bought a playground material that meets the code ASTM F1148. The footing drawing of the playground poles as well as their positions could be found in the attachment-4 (Page 5-6).

The finished grade of the swimming pool deck will be the reference of the concrete pad to cast.

The form work materials of the zone A (See Attachment -3) shall leave an even finish to the concrete pad. The finish on the top of the concrete pad of the “zone A” shall be a smooth hand troweled finish, and non-slippery.

The concrete pad is to be constructed on a slightly sloping grade of 2% towards the west to the location of the existing storm drain. The existing drain won't be relocated or manipulated regarding this contract. That area drain will collect water from the playground.

The Contractor shall submit a project design with proposed shop drawings and construction bar chart schedule with their technical proposal.

All measures provided on the attached drawing shall be verified in field (VIF). The contractor shall perform his/her own dimensions. In case of discrepancy, the contractor's measurements supersede the ones provided in this scope.

The existing trees on the playground field won't be removed during the playground installation. The contractor shall work around the trees and light poles.

2.3. Section 3: Playground materials and surface matting.

As specified hereinabove, the aim of this contract is to install the outdoor playground that the US Embassy has purchased. The contractor shall install the playground along with the matting protection as recommended by the manufacturer.

The contractor will find in the attachment-5 all documentation issued with the material purchased.

The playground and the floor protection matting meet respectively the US codes ASTM F1148 and ASTM F1292. The contractor is required to install those materials exactly as recommended by the manufacturer. In no circumstances, the contractor shall decline his liability in the installation of the provided materials for the reason s/he did not choose and buy them. The contractor is required to take the ownership over these issued materials and contact the Contracting Officer should s/he need any clarification.

All documentations issued by the manufacturer PLAYWORLD with the playground equipment are enclosed to this solicitation.

The contractor shall provide all of the labor, materials, supervision, safety tools, equipment and all other necessary requirements to install a fully finished playground with a concrete support pad underneath

- **Fixed-Price Proposal.** The Contractor shall provide one fixed-priced Proposal for the complete Project that includes every aspect of the Work.
- **Specifications.** The Work shall be governed by the US International Codes, which includes the Occupational Safety and Health Administration (OSHA) regulations, International Building Code, International Mechanical Code, and International Plumbing Code.

The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.
- **Execution.** The Work shall be executed in a diligent and workmanlike manner in accordance with the negotiated fixed-price, this Scope of Work, the Project Schedule, International Building Codes, and the Benin laws where applicable.
- **Work Hours.** Unless otherwise agreed with COR or the Facility Manager, the Work shall be executed during normal Embassy work hours (0800 – 1700). Night, weekend or holiday work shall not be permitted except as arranged in advance with Facilities Management and COR. Embassy holiday schedule is available from Facilities Management or COR.
- **Safety.** The Contractor shall be responsible for conducting the work in a manner that ensures the safety of employees and visitors to the US Embassy, and the Contractor's employees. The contractor shall ensure the contractor's employees are wearing all required personal protective gear including but not limited to safety boots, safety glasses and gloves...etc.
- **Workforce.** The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work. The contractor shall comply with the US Embassy security policy by providing Embassy approved escorts. All workers must submit vetting paperwork.
- **Subcontractors.** Contractor shall be responsible for the conduct and workmanship of Subcontractors engaged in the Project, and for Subcontractors compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior and workmanship of Subcontractors while on US Embassy property.
- **Modification to Contract.** The Contractor shall not incur any costs beyond those described in this SOW unless directed otherwise in writing by the Contracting Officer. Any work performed by the Contractor beyond this SOW without written direction from the Contracting Officer will be at the Contractor's own risk and at no cost to the US Embassy, Cotonou.
- **Stop Work.** At any time during the Project, the Contracting Officer reserves the right to Stop Work for protection of employees or visitors, security, or any other reason at his/her discretion.
- **Submittals.** The contractor is responsible to submit:
 - Installer Qualifications:

- All work under this Scope of work shall be performed by Construction Contractor having experiences on civil works. The Contractor shall have the following qualifications:
- Qualifications for installation firm and installation supervisor
- A list of the relevant projects. Do not list projects that proposed staff was not involved, even if your firm was.
- Qualifications/Experience of the firm
- References
- Material and Equipment Lists:
 - The Embassy will furnish all playground material along with the surfacing rubber tiles. See the drawings and Bill of material in the attachment #5
- Manufacturer's Recommendations:
 - Contractor shall implement precisely the manufacturer's recommendations to install this playground.
- Proposed design and construction schedule
 - The Contractor shall submit a project design with proposed shop drawings and construction bar chart schedule with their technical proposal.
 - The bar chart schedule developed by the Contractor shall reflect their recommended project phases, phase activities and activity durations.
 - A written narrative shall also be included with the technical proposal ensuring the manufacturer's recommendations are understood and will be implemented to satisfaction.
 - This schedule and narrative will be reviewed by the Technical Evaluation Committee as part of the evaluation process and will be assigned a score with clarity and comprehensiveness of the submission.

➤ **Close-out.**

- a. At completion of work, the Contractor shall clean any impacted areas to a condition equal to original condition.
- b. All shipping materials and construction debris are to be disposed of in a legal manner outside of the Compound.
- c. Prior to Final Acceptance the Contractor shall submit to the Contracting Officer Representative:
 - The marked up drawings (As-Built) reflecting the work as constructed. The drawings shall be digitally submitted on a CD-ROM in both AutoCAD and PDF format.

➤ **Housekeeping.** The contractor is responsible to clean up daily at the end of each work day.

4.0 RESPONSIBILITIES AND PROJECT MANAGEMENT

1. **COR.** A Contracting Officers Representative (COR) will be assigned to ensure quality assurance goals are met. The Contractor shall provide the COR access to the site at all times.

2. **Point of Contact.** The COR shall be the main point of contact for this Project. The Contractor shall report to the COR on (a) status of the Project, (b) changes in Schedule, (c) accidents and safety issues, (d) disruptions to elevator or utility services; and all other important information pertaining to the Project
3. **English Speaking Representative.** The Contractor shall provide an English-speaking representative on-site during all working hours with the authority to make all decisions on behalf of the Contractor and subcontractors.
4. **Management Personnel.** The Contractor shall staff the site, full-time, with a competent senior manager who shall perform project management. Remote project management is not an option. This individual shall keep a detailed photographic and written history of the project and shall update the Government weekly.
5. **Site Security.** The Contractor is responsible for on-site security as necessary to ensure no unauthorized access to their work sites. The Contractor is 100% responsible for securing their working materials and equipment. Any damage to facilities or infrastructure, which happens due to a lack of security, will be the responsibility of the Contractor to correct.
6. **Contractor's Temporary Work Center.** The Contractor will be permitted to use a designated area within the contract limits for operation of his construction equipment and office if warranted. If directed by the Contracting Officer, the Contractor shall not receive additional compensation to relocate his operations. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area within 5 days of final acceptance by the Contractor and shall be disposed of in accordance with applicable host government laws and regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade. The Contractor is responsible for maintaining this area in a clear orderly manner.
7. **Health and Safety.** The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. The Contractor must provide cold water to all workers at the job sites. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of eye protection, hard hats, and closed toe shoes. If the workers arrive on-site with sandals or athletic shoes, the Contractor is expected to provide rubber boots to them or send them home. All construction workers and management personnel must wear hard hats at all times on the construction sites. Contractor provided rubber boots and rubber gloves shall be worn when working around concrete placement. Other PPE such as gloves, dust masks, air respirators (sewage work) are also recommended. These items must be provided at the Contractor's expense. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment. Any worker at an elevated location above 4 meters, with the exception of a portable ladder, must be provided and utilize a safety harness.

SAFETY (FAR 52.236-13 Accident Prevention)

1. The Contractor shall provide and maintain work environment and procedures which will:
 - (a) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.
 - (b) Avoid interruptions of Government operations and delays in project completion dates.
 - (c) Control costs in the performance of this contract.
2. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
 - (a) Provide appropriate safety barricades, signs, and signal lights.
 - (b) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910
 - (c) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
3. Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
4. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.

This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action.

If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

5. The Contractor shall insert this clause with appropriate changes in the designation of the parties, in subcontracts.
6. The Contractor is responsible for initiating and maintaining a safety and health program that complies with the safety regulations of the Embassy, as well as those established by ANSI, and OSHA. Each employee is responsible for complying with applicable safety and occupational health requirements, wearing prescribed safety and health equipment, reporting unsafe conditions/activities, preventing avoidable accidents, and working in a safe manner.

Safety and health programs, documents, signs, and tags shall be communicated to employees in a language that they understand.

The Contractor shall prepare and implement an Activity Hazard Analysis (AHA) prior to the start of work.

The Contractor must have a competent person on-site for inspection of equipment, training workers in the safe use of equipment and the recognition of hazards related to their use, supervision, and identifying and correcting unsafe work practices for high hazard work, such as working at heights that require fall protection.

The job hazards for this project are listed below with the control method requirements:

Excavation and trenches:

Job Description	Hazard Identification	Hazard Controls
<i>MOBILIZE EQUIPMENT</i>	<ul style="list-style-type: none"> • Surface Encumbrances • Struck By • Backed Over 	<ol style="list-style-type: none"> 1. All surface encumbrances shall be moved or supported, as needed, to safeguard employees. 2. Workers shall wear hard hats, high-visibility safety vests, and safety glasses. 3. Equipment operators shall use a spotter when they have an obstructed view to the rear. 4. All non-essential workers shall remain outside of the equipment's swing radius and the excavation zone. 5. Essential personnel will remain in a location where they can be seen by the operator at all times. 6. All equipment shall have operational back-up alarms.
<i>LOCATE UTILITIES</i>	<ul style="list-style-type: none"> • Utility Damage 	<ol style="list-style-type: none"> 1. All underground utilities that may be encountered during the excavation must be located and marked prior to breaking ground. 2. While the excavation is open, underground utilities shall be protected, supported, or removed as necessary to protect employees.
<i>EXCAVATE OR TRENCH</i>	<ul style="list-style-type: none"> • Cave In • Struck By • Electrocutation • Toxic Atmosphere 	<ol style="list-style-type: none"> 1. Spoil piles will be placed a minimum of 2 feet away from the edge of the excavation/trench. 2. All excavations shall be properly sloped, benched, or shielded. The Competent Person on site will determine which method to use. 3. Stairways, ladders, or ramps shall be located in excavations or trenches that are more than 4 feet in depth. They shall be

		<p>placed so that no worker is required to travel more than 25 feet laterally to access one.</p> <p>4. Ladders shall be secured and extend 3 feet above the point of access.</p> <p>5. Metal ladders may not be used where they may contact electrical lines.</p> <p>6. No worker is allowed underneath loads handled by lifting or digging equipment.</p> <p>7. A warning system shall be used to delineate the edge of the excavation if an operator cannot see the edge of the excavation from the cab of his machine.</p> <p>8. All excavations shall be inspected daily by the Competent Person.</p> <p>9. Workers shall not enter excavations where water has accumulated.</p> <p>10. The atmosphere shall be tested before workers enter an excavation or trench if a hazardous atmosphere exists or could reasonably be expected to exist such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby.</p> <p>11. An emergency rescue plan should be in place before work begins inside an excavation.</p>
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Employee Instructions:

1. Hard hats, safety glasses, work clothes, work boots, and gloves shall be worn at all times.
2. Confirm that mark out has been done. Hand dig to locate/support the marked utilities before using mechanized equipment.
3. This JHA must be reviewed with all workers prior to entering an excavation or trench.

□ Backfilling and compaction:

Job Description	Hazard Identification	Hazard Controls
	Slips, Trips, Falls	Clear walkways, work areas of equipment, tools, construction debris and other materials Mark, identify, or barricade other obstructions
	Handling Heavy Objects	Observe proper lifting techniques Obey sensible lifting limits (60 lb. maximum per person manual lifting) Use mechanical lifting equipment (hand carts, trucks) to move large, awkward loads
	Struck by/ Against Heavy Equipment, Flying Debris, Protruding Objects	Wear reflective hi-vis vests when exposed to vehicular traffic Isolate equipment swing areas Make eye contact with operators before approaching equipment Barricade or enclose the work area Restrict work area entry to authorized personnel only during construction activities Wear hard hats, safety glasses with side shields, and steel-toe safety boots Understand and review hand signals
	Vibration	Rotate compaction tasks to minimize worker exposure to equipment vibration Use compactors with vibration dampening devices
	High Noise Levels	Use hearing protection when exposed to excessive noise levels (greater than 85 dBA over an 8-hour work period) Assess noise level with sound level meter if possibility exists that level may exceed 85dBA TWA

	High/Low Ambient Temperature	Monitor for Heat/Cold stress Provide fluids to prevent worker dehydration Establish work/test schedule
Personal Protective Clothing and Equipment: Hard hat, Safety glasses, Steel toe work boots, anti-vibration gloves, ear plugs,		
EQUIPMENT TO BE USED	INSPECTION REQUIREMENTS	TRAINING REQUIREMENTS
<ul style="list-style-type: none"> • Backhoe, loader, compactor • Seatbelt, back-up alarm • Personal protective equipment • Hand tools • First-aid kit, fire extinguisher • Operations manual for the equipment 	<ul style="list-style-type: none"> • Inspect equipment and tools daily per manufacturers requirements • Inspect all emergency equipment (i.e.: first aid kits, fire extinguishers) 	<ul style="list-style-type: none"> • Proper use of equipment and tools • Review JSA with all site personnel • Hand signal

Cast-in place concrete:

Principal Steps	Potential Hazards	Safe action or procedure
Concrete Testing	Chemical burn	Rubber gloves and boots are required.
	Eye Hazard	Safety glasses w/side shields and/or goggles. Face shield as required.
	Hit by swinging chutes	One personnel will hold chute while testing personnel obtains sample.
Loading and unloading metal steel stakes	Fingers pinched or cut	Wear gloves and proper PPE.
Mobilization of manpower, equipment and materials to the jobsite	Emergency Procedures	<ol style="list-style-type: none"> 1. Employees will receive orientation and proper training covering emergency procedures before working onsite. 2. Should an emergency occur, a responsible person will call Embassy representative or for emergency assistance. Embassy representative will

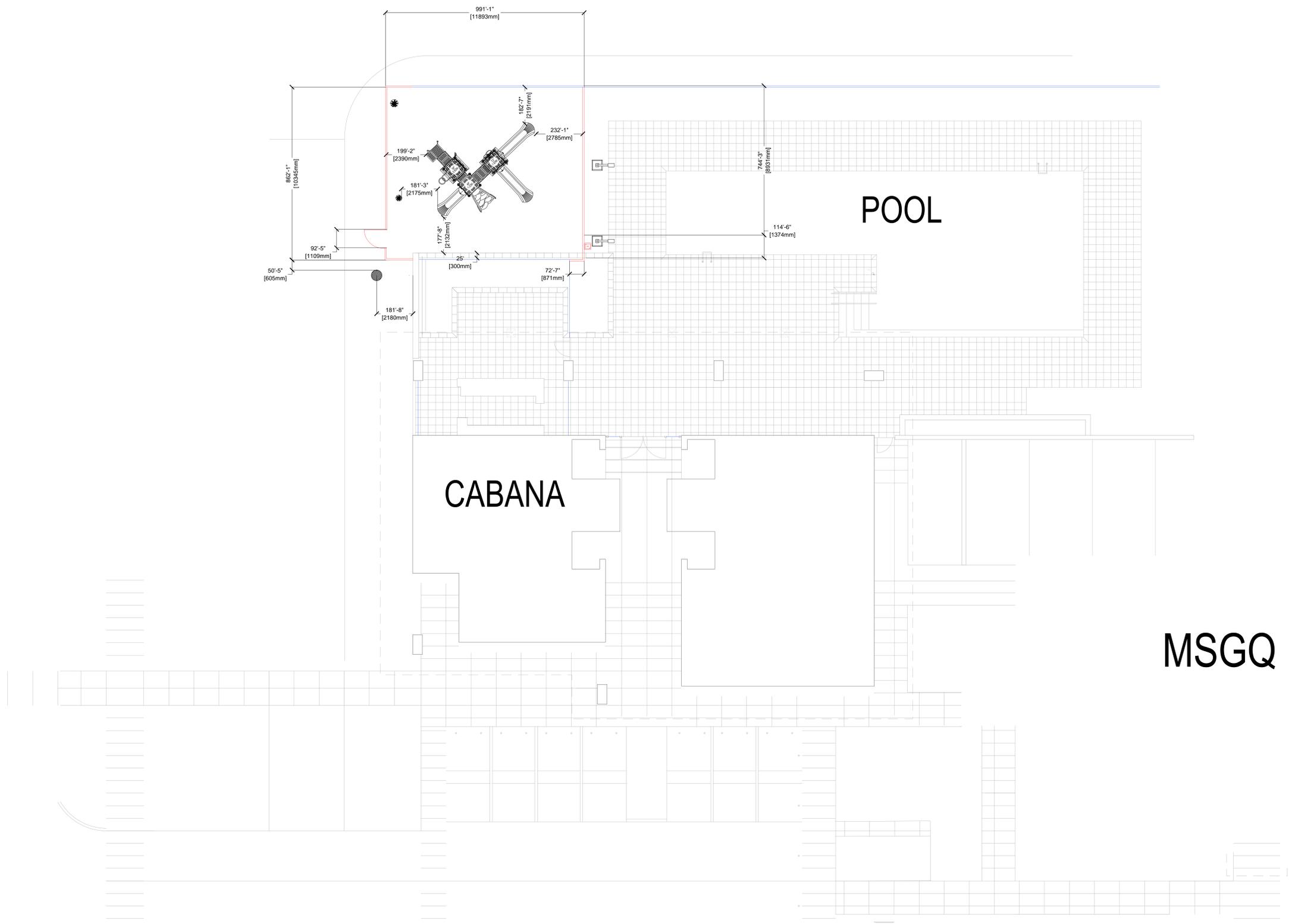
		be notified as soon as possible and a report shall be filed within 24 hours of any injury and sent to the APOSHO.
Placing rebar with forklift	Pinch points, cuts, scrapes and crushing hazards	Gloves shall be worn while working around rebar. Have spotter while setting rebar with fork lift.
Rebar Placement	Impalement hazards	Rebar caps must be placed on all standing rebar and metal steel stakes.
	Material handling forklift operation	<ol style="list-style-type: none"> 1. Inspect forklift and rigging prior to use. 2. Use spotter when necessary. 3. Ensure all operators are properly trained.
Rebar Placement/tie rebar	Impalement, puncture hazards of protruding steel rebar	Provide caps for rebar. Ensure that enough rebar caps will be available prior to installing rebar at the site.
	Strains, sprains and other hazards	Use proper lifting techniques. Lifting devices shall be used when the task requires them. Gloves shall be work while working
Working with Concrete	Concrete Burns and Blisters	Wear proper PPE, including rubber gloves and rubber boots (if necessary).
	Concrete Splashing	Worker(s) at end of chute or concrete pump hose and vibrator operators must use

		eye protection and gloves.
	Concrete vendor and worker access	Clear and safe path or roadway, no debris, well lighted when needed. Eliminate trip and other surface hazards.
	Dermal Irritant/Eye Irritant	For job specific training, review MSDS and avoid contact with wet station (portable or stationary) shall be located in the immediate work area. The location shall be told to the employee. Maintain dust control by application of wet mist for dust control but avoid direct contact to wet concrete. Wear long sleeve shirt, safety glasses, and rubber gloves.
Working with Concrete Bonding Agent	Dermal Contact	Have MSDS on site for job specific training. Review MSDS and avoid contact with the chemical. Wear acetate/acid resistant gloves and booties specific to chemical and face shield.
	Inhalation Hazard	Provide adequate ventilation
Working with a forklift	Equipment unoccupied in an energized state	Place in a de-energized state when not in operation. Set emergency brake when not in

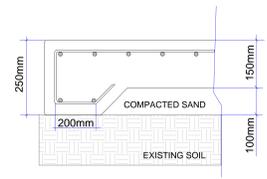
		motion.
	Struck by moving equipment	Keep from the swing radius of the equipment; maintain fork at a 6-inch height when operating forklift unless a greater clearance is required. Signal the operator, insure he signals to the employee before the employee approaches equipment, and approach equipment in full view of operator.
	Uncontrolled fluid spill	Inspect equipment for improper mechanical or operational deficiencies: back up alarm, Fire extinguisher, seat belts, operating turn lights, hydraulic lines, observe posted speed limit. Use inspection form.
Working with Concrete mixing truck and concrete material	Dermal irritant/eye irritant	Review concrete MSDS and avoid contact with wet concrete or dry. Provide job specific training for concrete hazards prior to and concrete material it's use. Have MSDS available in case of an emergency. Eyewash station shall be located in the immediate work area. Inform

		employee of the location of the station. Maintain dust control by application of wet mist for dust control. Avoid direct contact with wet concrete. Wear long sleeve shirt, safety glasses and rubber gloves.
	Equipment left unattended in an energized state	Set emergency brake. Use chocks when parked on an incline and not in use.
	Fire in Equipment/Hydraulic line leak/working on unsecured equipment	Inspect equipment for improper mechanical or operational deficiencies: back-up alarm, Fire Extinguisher, seat belts, operating, turn lights, hydraulic lines, observe posted speed limit.
Equipment to be used	Inspection Requirements	Training Requirements
1. Forklift	1. Initial and Daily inspection of equipment	1. Certified operators
Personal Protective Equipment (PPE) Requirements: Rubber gloves and boots, Safety glasses w/side shields and/or goggles		

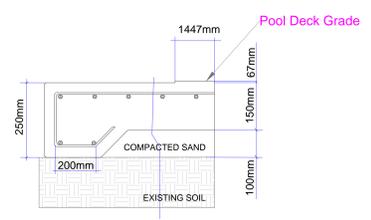
ATTACHMENT # 3 DRAWING



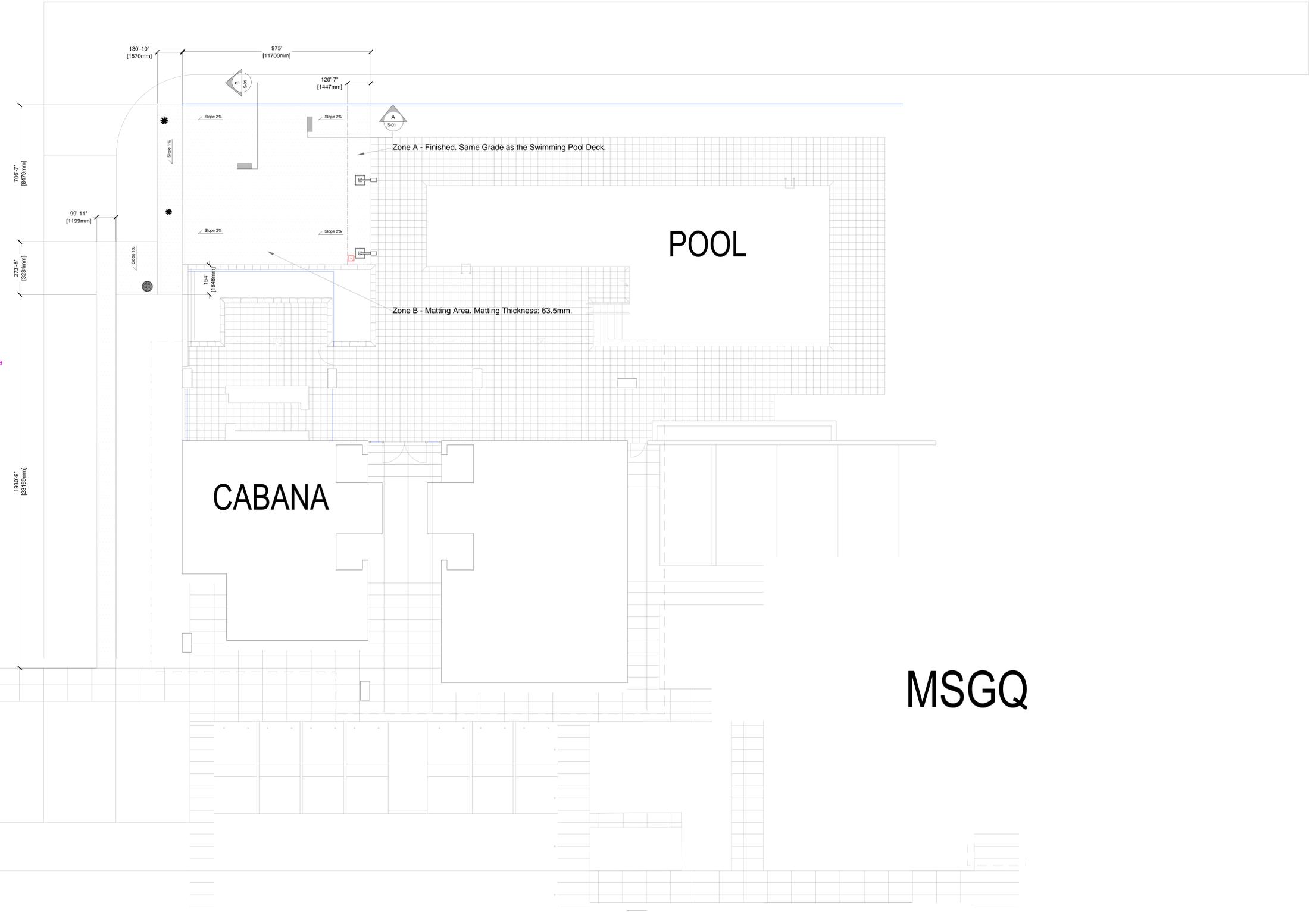
PROPOSED PLAYGROUND LOCATION



SECTION B
Scale : NTS



SECTION A
Scale : NTS



PLAYGROUND MASONRY AND MATING

Rise

FUN-1487

Equipment Manufacturer



Rise

FUN-1487

Equipment Manufacturer



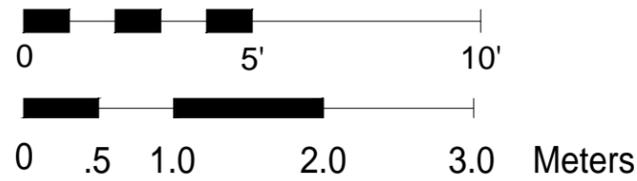
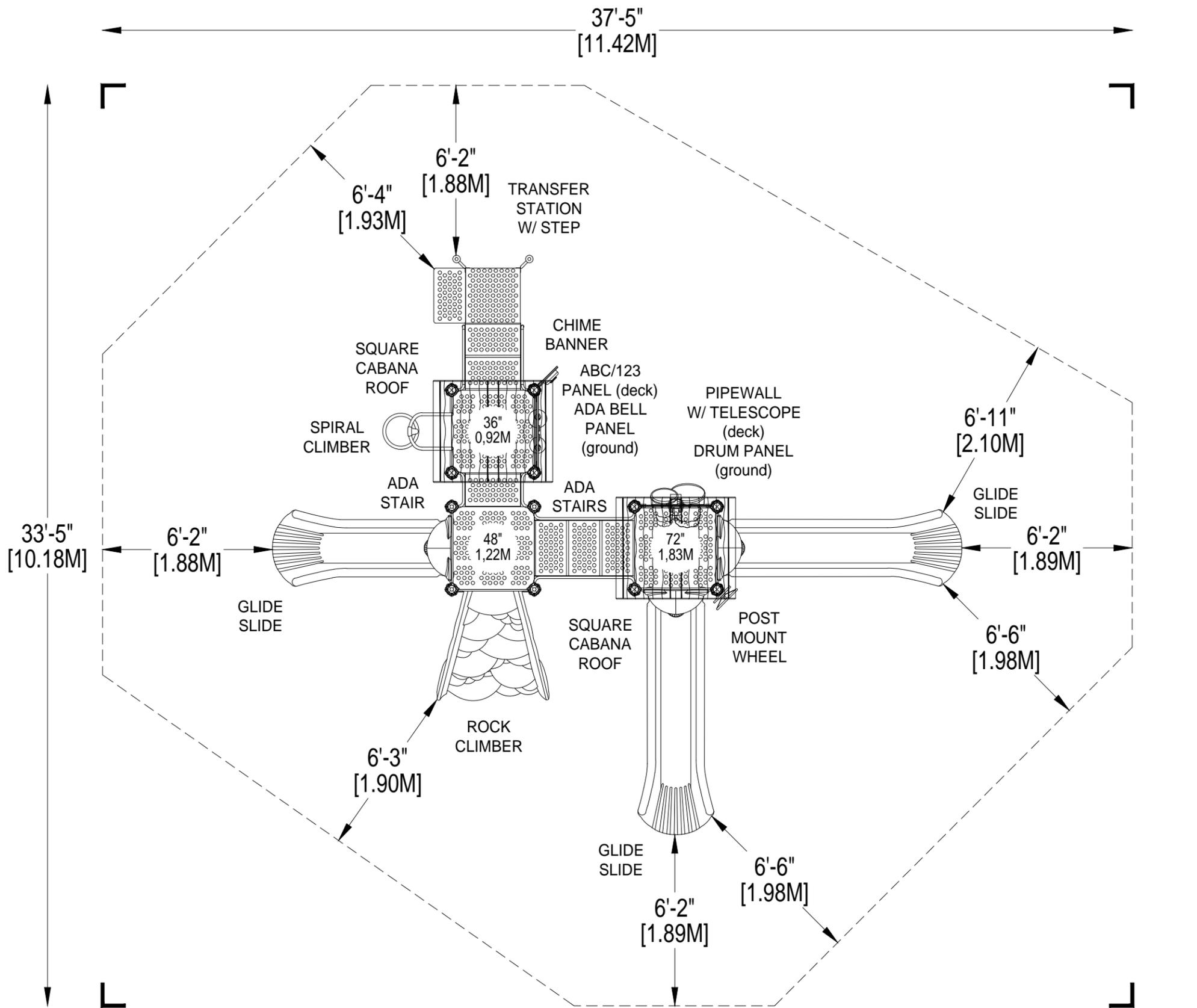
Primary



Natural



Marine



*PLAYGROUND SUPERVISION REQUIRED



PLAYWORLD SYSTEMS, INC.
 1000 Buffalo Road
 Lewisburg, PA
 17837-9795 USA

EQUIPMENT SIZE:
25'1" x 21'0" x 14'4"
 7,65M x 6,4M x 4,37M

USE ZONE:
37'5" x 33'5"
 11,42M x 10,18M

AREA: **901 SqFt.** PERIMETER: **112 Ft.**
 83,71 SqM. 34,14 Ft.

FALL HEIGHT:
6 Ft.
 1,83M

USER CAPACITY: **34** AGE GROUP: **2-12**

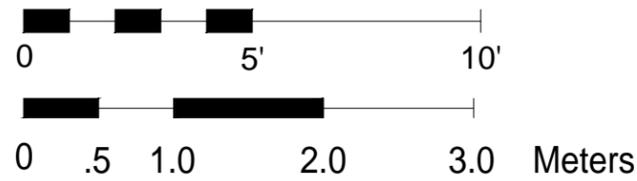
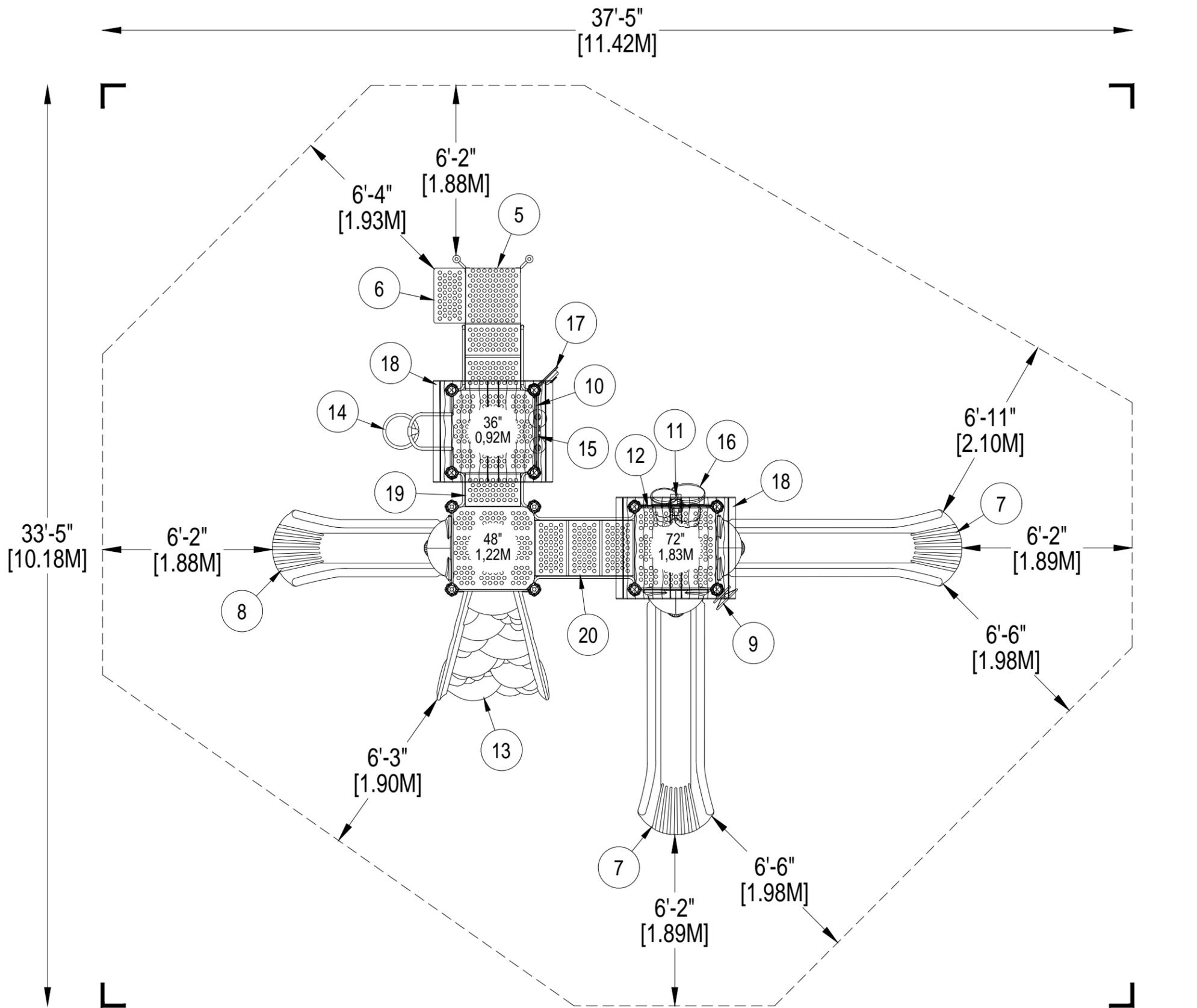
ADA SCHEDULE	Total Elevated Play Activities: 7		
	Total Ground-Level Play Activities: 4		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	4	2	2
Provided	7	4	2

✓ ASTM F1487-11
 ✓ CPSC #325



PROJECT NO: FUN-1487C	SCALE: 1/4"=1'-0"
DRAWN BY: M. MERTZ	Paper Size B
DATE: 28-SEP-16	

RISE ABOVE
 CATALOG PRE-DESIGN



*PLAYGROUND SUPERVISION REQUIRED



PLAYWORLD SYSTEMS, INC.
 1000 Buffalo Road
 Lewisburg, PA
 17837-9795 USA

EQUIPMENT SIZE:
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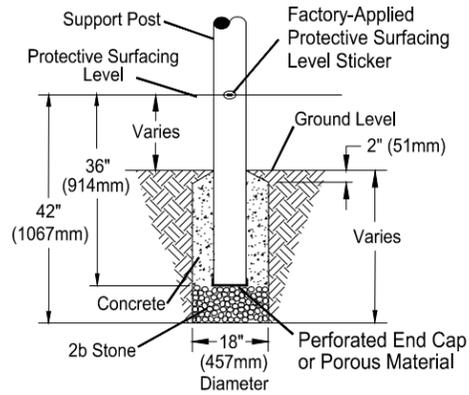


PROJECT NO: FUN-1487C	SCALE: 1/4"=1'-0"
DRAWN BY: M. MERTZ	Paper Size B
DATE: 28-SEP-16	

RISE ABOVE
 CATALOG PRE-DESIGN

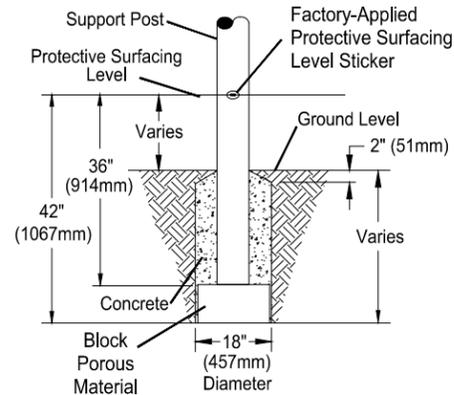
DETAIL 1

Support Post, Spiral Slide and RockBlocks Post Footing Detail



STONE OPTION

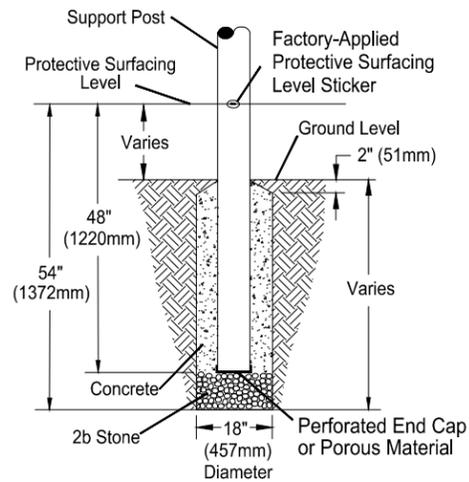
OR



BLOCK OPTION

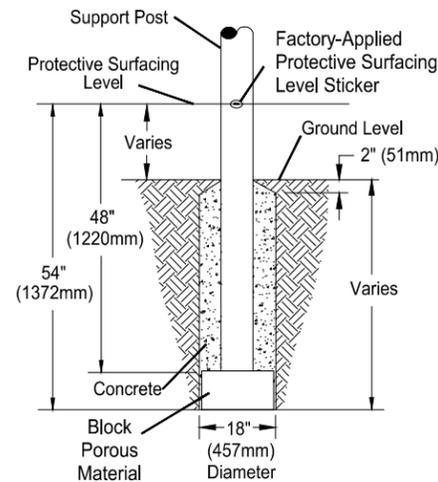
DETAIL 2

GroundZero, Cantilever and "T" Post Footing Detail



STONE OPTION

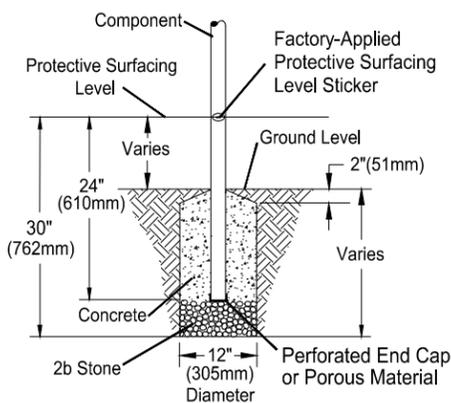
OR



BLOCK OPTION

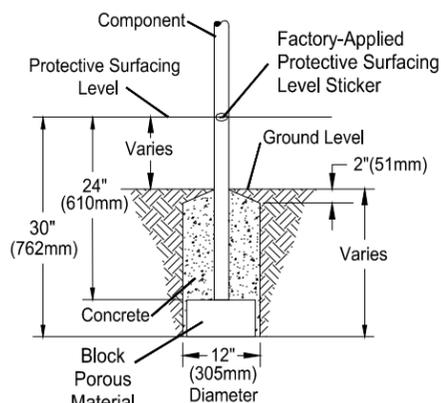
DETAIL 3

Component Footing Detail



STONE OPTION

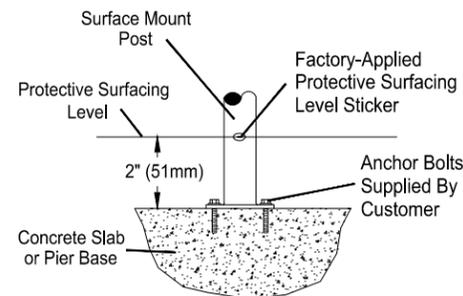
OR



BLOCK OPTION

DETAIL 4

Surface Mount Detail



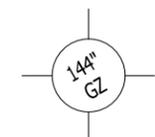
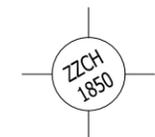
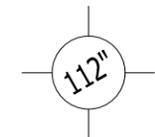
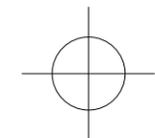
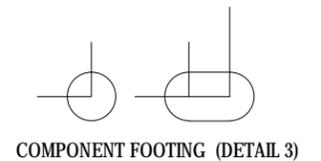
INSTALLATION NOTES:

- 1) Paved surfaces, such as asphalt and concrete, are not acceptable for use under your structure.
- 2) It is the consumer's responsibility to check with local utilities prior to excavating footings for any underground utility lines that may exist within the installation area.
- 3) It is the consumer's responsibility to check local soil conditions and drainage within the site area. Inquire with local contractors for appropriate recommendations.
- 4) If the structure is to be installed across uneven terrain, maintain the support post mark for protective surfacing level at the lowest grade. Adjust other footings accordingly.
- 5) The base of footings must be below frost lines.
- 6) Do not encase the bottom of support posts in concrete. Place all posts directly on packed stone.
- 7) Assemble the entire structure before pouring concrete unless specifically instructed to do so in the individual component installation instructions.
- 8) Read completely the installation instructions provided with your structure prior to beginning construction.

SITE NOTES:

- 1) The site plan provided must be checked against the actual site area to ensure that placement of your structure meets required clearances.
- 2) The dimensions labeled are for location of footing holes, not exact placement of equipment. Assemble, plumb, and level equipment before pouring concrete.
- 3) There must be a minimum distance of 6' (1830mm) between any obstacle, sidewalk, etc., and your structure.
- 4) Slides must have a use zone that extends out from the lower exit section of the slide a distance that is at least 6' (1830mm) or equal to the vertical distance from the highest point of the sliding surface to the top of the protective surfacing, whichever is greater. The slide use zone should not extend greater than 8' (2438mm) from the end of the lower exit section.
- 5) The complete area, including the space under and around the equipment, must be covered with an impact attenuating material. See the 1997 publication, "Handbook for Public Playground Safety", published by the U.S. Consumer Product Safety Commission, for guidelines and recommendations on the type and depth of surfacing material. For a copy of the "Handbook for Public Playground Safety", write to: **U.S. Consumer Product Safety Commission**, Office of Information and Public Affairs, Washington, D.C. 20207
- 6) Supervise children as they play.

FOOTING LEGEND



FOOTING DETAIL	SCALE: NOT TO SCALE
DRAWN BY: TECH SALES	Paper Size B
DATE: 28-JUNE-13	

Rise Above

Design Number: FUN-1487C - Bill Of Material

Ref. No.	Part No.	Description	Quantity
		Posts	
1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	4
2	ZZCH0049	3.5in OD x 160in STEEL POST W/O CAP	4
3	ZZCH0069	3.5in OD x 184in STEEL POST W/O CAP	4
		Decks & Kick Plates	
4	ZZCH0616	SQUARE COATED DECK ASSEMBLY	3
		ADA Items	
5	ZZCH2007	TRANSFER STATION w/TALL GUARDRAIL (36in DECK)	1
6	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
		Slides	
7	ZZCH2696	GLIDE SLIDE (72in DECK)	2
8	ZZCH3126	GLIDE SLIDE (48in DECK)	1
		Activity Panels	
9	ZZCH4290	POST MOUNTED STEERING WHEEL	1
10	ZZCH4297	ABC & 123 PANEL	1
11	ZZUN4279	TELESCOPE PIPE WALL MOUNT (CH/EX)	1
		Barriers	
12	ZZCH4095	CENTERLINE PIPE WALL BARRIER	1
		Climbers	
13	ZZCH7439	ROCK CLIMBER (48in DECK)	1
14	ZZCH8140	SPIRAL CLIMBER (36in DECK)	1
		Audible Activities	
15	ZZCH4409	ACCESSIBLE BELL PANEL	1
16	ZZCH4587	DRUM PANEL (GROUND LEVEL)	1
17	ZZCH4608	CHIME BANNER	1
		Roofs & Arches	
18	ZZCH9846	CABANA ROOF	2
		Stairs and Ladders	
19	ZZCH9168	12in ACCESS STEPPED PLATFORM (DECK TO DECK)	1
20	ZZCH9170	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	1
		Additional Tool & Maintenance Kits	
21	ZZCHGUID	CHALLENGER GUIDELINES	1
22	ZZUN9910	SURFACING WARNING LABEL KIT	1
23	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1



Rise Above

Design Number: FUN-1487C - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZCH0028	4	3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	174.04			234	0	4.00	0.50	0
2	ZZCH0049	4	3.5in OD x 160in STEEL POST W/O CAP	Certified	199.64			254	0	4.00	0.50	0
3	ZZCH0069	4	3.5in OD x 184in STEEL POST W/O CAP	Certified	226.84			292	0	4.00	0.50	0
4	ZZCH0616	3	SQUARE COATED DECK ASSEMBLY	Certified	164.58			521	9	3.00	0.00	0
5	ZZCH2007	1	TRANSFER STATION w/TALL GUARDRAIL (36in DECK)	Certified	148.40			310	2	2.00	0.09	0
6	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
7	ZZCH2696	2	GLIDE SLIDE (72in DECK)	Certified	303.26			1,306	4	4.00	0.06	2
8	ZZCH3126	1	GLIDE SLIDE (48in DECK)	Certified	119.73			492	3	2.00	0.03	1
9	ZZCH4290	1	POST MOUNTED STEERING WHEEL	Certified	7.83			44	1	0.25	0.00	1
10	ZZCH4297	1	ABC & 123 PANEL	Certified	39.22			267	1	0.50	0.00	1
11	ZZUN4279	1	TELESCOPE PIPE WALL MOUNT (CH/EX)	Certified	12.23			61	1	0.50	0.00	1
12	ZZCH4095	1	CENTERLINE PIPE WALL BARRIER	Certified	28.74			71	0	0.50	0.00	0
13	ZZCH7439	1	ROCK CLIMBER (48in DECK)	Certified	136.38			555	3	2.00	0.03	1
14	ZZCH8140	1	SPIRAL CLIMBER (36in DECK)	Certified	79.83			182	2	1.00	0.03	1
15	ZZCH4409	1	ACCESSIBLE BELL PANEL	Certified	22.16			211	1	0.50	0.00	1
16	ZZCH4587	1	DRUM PANEL (GROUND LEVEL)	Certified	44.64			407	2	1.00	0.00	1
17	ZZCH4608	1	CHIME BANNER	Certified	26.43			260	2	0.75	0.00	1
18	ZZCH9846	2	CABANA ROOF	Certified	152.10			779	0	1.00	0.00	0
19	ZZCH9168	1	12in ACCESS STEPPED PLATFORM (DECK TO DECK)	Certified	70.28			277	1	2.00	0.00	0
20	ZZCH9170	1	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	Certified	135.24			296	1	2.00	0.00	0
21	ZZCHGUID	1	CHALLENGER GUIDELINES	N/A	0.00			1	0	0.25	0.00	0
22	ZZUN9910	1	SURFACING WARNING LABEL KIT	Certified	0.05			1	0	0.25	0.00	0
23	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	N/A				90				
Totals:					2,127.45	258	488	6,980	34	36.50	1.78	11



Rise Above

Design Number: FUN-1487C - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
					957.35 Kg	116 Kg	220 Kg	7 Metric Tons				1.35 m3



Rise Above

Design Number: FUN-1487C - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487

The lay-out for this custom playscape, design number FUN-1487C, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



PRODUCT DESCRIPTION

1 (888) 836-2665



***Kids Play Hard....
EMC Keeps Play Safe***

- Tested to ASTM 1292-13
- IPEMA Certified
- ADA Compliant

BENEFITS:

- *Reduce Maintenance* - No more refilling with loose materials
- *Added Style and Character* - Choose from a variety of standard colors or let us create a custom blend
- *Gain Peace of Mind* - Backed by the industry leader in playground safety surfacing



TECHNICAL DATA

Description

Kid Kushion playground tiles are a resilient **playground** surfacing **system** designed to provide head impact attenuation up to a height of 10 feet.

Kid Kushion playground tiles are manufactured from 100% post-consumer waste tires and provide an exceptionally durable, safe, low maintenance option to engineered bark, gravel or sand.

Uses

Kid Kushion playground tiles are ideally suited to improve the beauty, comfort and ease of maintenance in various environments including **playgrounds**, community centers, schools and more.

Advantages

- **Kid Kushion** playground tiles are IPEMA Certified **under** ASTM F1292 for head impact attenuation up to fall heights of 10 feet.
- **Kid Kushion** playground tiles are ADA compliant and meet ASTM and CPSC requirements.
- **Kid Kushion** playground tiles are water permeable providing a fast drying surface, **which** easily permits surface water to drain **in accordance with the construction design**.
- **Kid Kushion** playground safety tiles are skid resistant providing a safe surface for our children whether wet or dry.

Advantages (Continued)

- **Kid Kushion** playground tiles are modular in design making them easy to install over concrete and asphalt.
- **Kid Kushion** playground tiles are easy to maintain requiring only basic cleaning with a broom, vacuum or water hose on a regular basis.
- **Kid Kushion** playground tiles are backed by the **industry's** leading manufacturer of rubber molded tiles and comes with a 5 Year Limited Material Warranty.



- **Kid Kushion** playground tiles are available in a variety of pigmented crumb rubber as well as virgin EPDM colors, providing a wide selection of color options to meet the most demanding design needs.
- **Kid Kushion** playground tile accessory pieces are available to complete raised installations. Options include:
 - Ramps
 - Corners
 - ADA Transitions

Accessory pieces are available in limited color options. Refer to the Kid Kushion Color Selection Chart for options.

- **Kid Kushion** playground tiles can be installed over asphalt and concrete surfaces.

Product Specification

Tile Size: 23 7/8" x 23 7/8" ±1/8"
 Tile Thickness: 1", 2.5", 3.5", 3.75"
 Tile Weight: 15.75lb, 28.00lb, 36.00lb, 38.00lb

NOTE: Recycled Rubber Tiles will expand and contract with changes in UV Exposure and Temperature. Size tolerance is measured at 72° Fahrenheit.

Physical Properties

Characteristic	Test	Result
Least Favorable Impact Location	ASTM F129	PASS
Accessibility:	ASTM F1951	.31 F / .34 S

Head Impact Attenuation—ASTM 1292-09

Product Thickness:	Certified Height:
1.00"	2 feet
2.50"	6 feet
3.50"	8 feet
3.75"	10 feet

