

**June 25, 2021**

**STATEMENT OF WORK FOR  
Repainting USAID Main Office  
Back Buildings and Concrete  
Fence**

**1.0 INTRODUCTION**

- 1.1 The U.S. American Embassy in Dili, Timor-Leste requires the services of a qualified construction company to repaint the USAID Main Office, back building and fence located Farol, Dili, Timor-Leste.
- 1.2 The contractor shall furnish all required personnel, materials, tools of trade, equipment, protective wear, transportation and a competent English speaking supervisor or foreman who will stay at the job site every work day throughout the progress of the project.

**2.0 GENERAL REQUIREMENTS**

- 2.1 **Surface preparation for all surfaces.** Remove dirt, splinters, loose particles, disintegrated coatings, fungus, grease oil, other deleterious substances including all abandoned nails, screws and/or fasteners from all surfaces which are to be coated.  
All structural defects like leaks and cracks shall be properly repaired. Re-plaster all defective areas to ensure maximum paint adhesion. Cracks on concrete larger than 1/8" shall be made wider and deeper approximately 1/4" wide x 1/4" deep and filled in with elastomeric sealant or other materials as directed, made flush with adjacent surface.  
All badly peeling-off paints shall be scraped down to bare concrete. Using a stiff bristled brush, hose down with fresh water to remove chalk and other foreign contaminants. Apply sealer prior to top coat as recommended by the paint manufacturer. In area of mildew infestation, treat surface, rinse and let dry. Vendor to carefully move the furniture/s and return to its original position after the painting

Quantity = 1 lump sum

**2.2 Repaint main office building**

- 2.2.1 Repaint interior wall. Apply two (2) coats of "Jotun" low sheen water based paint or equivalent over a coat of suitable "Jotun" primer or equivalent.. Same color as existing. Quantity = 1,078 m2
- 2.2.2 Repaint interior ceiling. Apply two (2) coats of "Jotun" mat finish water based paint or equivalent over a coat of suitable "Jotun" primer or equivalent.. Same color as existing Quantity = 57 m2
- 2.2.3 Repaint exterior wall. Apply two (2) coats of "Jotun" Jotashield Colour Extreme over a coat of "Jotun" Jotashield Primer or equivalent product. Adopt existing color. Quantity = 373 m2
- 2.2.4 Repaint exterior ceiling. Apply two (2) coats of "Jotun" Jotashiel Colour Extreme over a coat of "Jotun" Jotashield Primer or equivalent product. Adopt existing color. Quantity = 81 m2
- 2.2.5 Repaint all exterior window frames. Apply (2) coats of "Jotun" oil based paint or equivalent over a coat of "Jotun" primer or equivalent, same color and finish as existing. Quantity = 1 lump sum
- 2.2.6 Repaint exterior doors and frame. Apply three (3) coats of "Jotun" oil based paint or equivalent over a coat of "Jotun" primer or equivalent, same finish and color as existing. Quantity = 3 sets

- 2.2.7 Repaint handrails at front. Apply three coats of "Jotun" oil based paint or equivalent over a coat of suitable "Jotun" primer or equivalent, same finish and color as existing. Quantity = 1 lump sum
- 2.3. Repaint back building (generator room, toilet, cafeteria, server room)**
- 2.3.1 Repaint interior wall. Apply two (2) coats of "Jotun" low sheen water based paint or equivalent over a coat of "Jotun" primer or equivalent. Same color as existing. Quantity = 237 m2.
- 2.3.2 Repaint interior ceiling. Apply two (2) coats of "Jotun" matt finish water based paint or equivalent over a coat of "Jotun" primer or equivalent. Same color as existing Quantity = 110 m2
- 2.3.3 Repaint exterior wall. Apply two (2) coats of "Jotun" Jotashield colour extreme water based paint over a coat of "Jotun" Jotashield primer or equivalent. Low sheen finish, same color as existing. Quantity = 139 m2
- 2.3.4 Repaint exterior ceiling. Apply two (2) coats of "Jotun" Jotashield colour extreme water based paint over a coat of "Jotun" Jotashield primer or equivalent. Matt finish, same color as existing. Quantity = 65 m2
- 2.3.5 Repaint doors. Apply three (3) coats of oil based paint over a coat of "Jotun" primer or equivalent, same finish and color as existing. Quantity = 2 sets
- 2.4 Repaint back security post**
- 2.4.1 Repaint interior wall. Apply two (2) coats of "Jotun" low sheen water based paint or equivalent over a coat of suitable "Jotun" primer or equivalent. Same color as existing. Quantity = 127 m2
- 2.4.2 Repaint interior ceiling. Apply two (2) coats of "Jotun" matt finish water based paint or equivalent over a coat of suitable "Jotun" primer or equivalent. Same color as existing Quantity = 42 m2
- 2.4.3 Repaint exterior wall. Apply two (2) coats of "Jotun" Jotashield colour extreme water based paint over a coat of "Jotun" Jotashield primer or equivalent. Low sheen finish, white color. Quantity = 85 m2
- 2.4.4 Repaint exterior doors. Apply three (3) coats of "Jotun" oil based paint over a coat of suitable "Jotun" primer or equivalent, same finish and color as existing. Quantity = 2 sets
- 2.4.5 Repaint window frames. Apply three (3) coats of "Jotun" oil based paint over a coat of suitable "Jotun" primer or equivalent, same finish and color as existing. Quantity = 3 sets
- 2.5 Repaint perimeter fence - concrete surfaces**
- 2.5.1 Repaint back wall. Apply two (2) coats of "Jotun" Jotashield colour extreme water based paint over a coat of "Jotun" Jotashield primer or equivalent. Low sheen finish and white color. Quantity = 228 m2
- 2.5.2 Repaint east side wall. Apply two (2) coats of "Jotun" Jotashield colour extreme water based paint over a coat of "Jotun" Jotashield primer or equivalent. Low sheen finish and white color. Quantity = 124 m2
- 2.5.3 Repaint west side wall Apply two (2) coats of "Jotun" Jotashield colour extreme water based paint over a coat of "Jotun" Jotashield primer or equivalent. Low sheen finish and white color. Quantity = 103 m2
- 2.5.4 Repaint front concrete wall only Apply two (2) coats of "Jotun" Jotashield colour extreme water based paint over a coat of "Jotun" Jotashield primer or equivalent. Low sheen finish and white color. Quantity = 90 m2
- 2.5.5 Front steel fence not included.

- 3.1 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all phases of the project shall be completed in **thirty (45) working days from Notice to Proceed (NTP).**
- 3.2 The Contractor shall have limited access to or be admitted into any structure outside the areas designated for the project except with permission by the Embassy.
- 3.3 The Contractor shall be required to prepare and submit quality control schedules and safety plan. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed project.
- 3.4 GOVERNMENT PROVIDED UTILITIES**
- 3.4.1 Electricity 220-230 volts/50 Hz/Single phase, contractor to bring their own extension cable, adaptors and other accessories
- 3.4.2 Clean water for cleaning purposes

#### **4.0 CONTRACT ADMINISTRATION**

- 4.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.
- 4.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.
- 4.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.
- 4.4 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.
- 4.5 The Embassy's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.
- 4.6 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract.
- 4.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.
- 4.8 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any

cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default. The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

#### **4.9 SAFETY REQUIREMENTS AND SUBMITTALS**

4.9.1 Within 3 days after receiving the Notice to Proceed letter, contractor to submit a written safety plan covering all the facets of the project.

4.9.2 Contractors will report accidents to the COR.

4.9.3 Personal Protective Equipment (PPE)

Contractors are required to comply with the following provisions:

1. Protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be used wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.
2. Each affected employee shall use appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
3. Each affected employee shall use appropriate respiratory protection when potentially exposed to air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors and when such hazards cannot be reduced or eliminated by effective engineering controls.
4. Each affected employee shall wear protective helmets when working in areas where there is a potential for injury to the head from falling objects. Protective helmets shall also be worn to reduce electrical shock hazards when near exposed electrical conductors which could contact the head.
5. Each affected employee shall wear protective footwear when working in areas where there is a danger of foot injuries due to falling and rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards.
6. Each affected employee shall wear protective ear wear whenever noise exposures equal or exceed an 8-hour time-weighted average sound level (TWA) of 80 decibels and when engineering controls cannot reduce or eliminate the hazard.
7. Each affected employee shall wear protective gloves when working in areas where hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes.
8. Contractors shall provide training and upon completion, each employee shall be tested, and Certified in writing by the trainer. If at any time the trained employee changes work activities requiring different PPE, or exhibits lack of understanding of the required PPE, the employee shall be retrained and re-certified.

#### 4.9.4 Fall Protection

Contractors are required to:

1. Reduce the hazards associated with falls.
2. Control fall hazards first through engineering controls.
3. Institute personal fall arrest systems, administrative controls and training when engineering controls are not feasible.
4. Have a formal fall protection program in accordance with OSHA requirements or equivalent as determined by the POSHO
5. Have the necessary fall protection equipment to safely perform the job.
6. Have workers properly trained in the use of fall protection equipment.
7. Have supervisors (or competent personnel) who ensure the use of fall protection equipment as required.

#### 4.9.5 Hand and power tool safety

Contractors are required to:

1. Ensure the safety of tools and equipment used by its employees.
2. Inspect at regular intervals and maintain in good repair all tools in accordance with the manufacturers' specification.
3. Ensure that all operating and moving parts operate and are clean.
4. Require that appropriate personal protective equipment be worn for hazards that may be encountered while using portable power tools and hand tools.
5. Ensure that tools are used for their intended purposes.
6. Ensure that all employees receive instruction on regulations and the safe use of each power tool.
7. Provide owners' manuals including manufacturer's specifications and suggested work practices and make available upon request to all employees required to use the equipment.

#### 4.9.6 Scaffolding

Contractors are required to:

1. Understand and comply with the Post's Contractor Safety Program and propose scaffolding structure that is equivalent to those required by OSHA or accepted by POSHO(Safety Officer)
2. Ensure all employees have received training in the use of scaffoldings.
3. Contact the POSHO with questions regarding safety and required precautions.

Contractors are also required to ensure that scaffoldings are:

1. Erected and dismantled by competent workers, under the supervision of knowledgeable and experienced supervisors.
2. Erected on sound and rigid footing, capable of carrying the maximum intended load without settling or displacement.
3. Securely fastened with all braces, pins, screw jacks, base plates and other fittings installed as required by the manufacturer.
4. Limited to authorized personnel only, especially after working hours.
5. Equipped with standard guardrails and toe boards on all open sides and ends of platforms four (4) to ten (10) feet in height.
6. Provided with a screen with maximum ½ inch openings between the toe board and the guardrail, where persons are required to work or pass under the scaffold.

7. Replaced or repaired immediately if scaffolding and accessories have any defective parts.
8. Provided with an access ladder or equivalent safe access.
9. The contractor shall ensure that the planking be:
  - 9.1 Scaffold grade or equivalent.
  - 9.2 Overlapped a minimum of 12 inches or secured from movement.
  - 9.3 Extended over their end supports for less than 6 and never more than 12 inches.

#### 4.9.7 Ladders

Contractors are required to:

1. Provide training to their employees by a competent person. Training should include recognizing ladder hazards, fall protection systems, proper use, handling and placement of ladders and the maximum load-carrying capacities of ladders.
2. Inspect all ladders before each use to make sure they are in good working condition and free of any visible defects. Damaged ladders should be taken out of use and properly marked so they won't be used until again until they can be repaired or replaced. Ladders should be inspected periodically by a competent person.
3. Maintain three points of contact (either two hand and a foot or two feet and a hand) at all times when climbing up and down a ladder. Tools and materials should be carried using a tool belt or hauled up by rope once a worker has stopped climbing. Also, be sure to wear non-slip shoes when working on ladders.
4. Ensure proper set up of ladders before use. If using ladders to access another level, they should extend at least three feet above the upper landing surface. Ladders should be placed on level surfaces and secured at the base and top support whenever possible to prevent slipping. Make sure rungs are locked into place on extension ladders and spreaders are locked into place on stepladders.
5. Set non-self-supporting ladders at the proper angle before use. A 4:1 ratio should be used, meaning the base of the ladder should be 1 foot away from the support for every 4 feet of working length. Place your toes against the bottom of the ladder's side rails and extend your hands straight out while standing erect. Your palms should touch the top of the rung at shoulder level.

Contractors should not do the following:

1. Stand on the top step or rung of a stepladder unless the label states it is safe to do so. Most don't. You shouldn't stand on the top rung of a single or extension ladder. The fourth rung from the top is the highest you should stand when working on these types of ladders. Any higher and you are likely to lose your balance and fall.
2. Lean away from a ladder or overreach in any direction. Keep your weight centered between the vertical side rails and your feet straight ahead. Never stand sideways on a ladder. If you can't reach your work area without overextending yourself, climb down the ladder and reposition it.
3. Attempt to move or reposition a ladder while you are standing on it. Never try to hop or shuffle a ladder into a new position while you are still on it, even if it's just a couple of inches. This may seem convenient, but it is extremely dangerous. Take the extra time to completely descend the ladder before repositioning it.
4. Place a ladder on uneven ground or another object to reach a higher point. If the ladder isn't tall enough for you to safely work, either get a taller ladder or find some other means of reaching your

work area.

5. Tie or attach multiple ladders together to create longer sections, unless they were specifically made to do so. Don't use ladders for anything other than their intended purpose such as platforms or walkways.
6. Use a ladder if you have to hold heavy items, work at height for extended periods of time or stand sideways on the ladder. Ladders aren't always the right tool for the job. Consider erecting some scaffolding or bringing in a scissor lift to meet your needs.
7. Face away from the ladder when climbing down or performing work. You can't maintain three points of contact this way and it shifts your weight away from the angle of the ladder which can cause you to lose your balance and fall.

## **5.0 RESPONSIBILITY OF THE CONTRACTOR**

- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- 5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.
- 5.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.
- 5.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
- 5.5 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.
- 5.6 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- 5.7 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.
- 5.8 The Contractor shall carefully move the furniture away from the wall to the center of the room, if possible. Provide and cover all furniture with clean plastic covers. Workers shall not use or sit the furniture.
- 5.9 Contractor to provide its own portable toilet and shall be maintained at this own expense.



## **6.0 PRE-CONSTRUCTION REQUIREMENTS**

- 6.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.
- 6.2 Provide a statement that the Contractor's company and all personnel are experienced in repainting works similar to type and scope required for the work.
- 6.3 The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the project. The QCS and PSP are intended to document the entire project from beginning to end.
- 6.4 Submit a paint product literature, samples and standard specification submittals of all materials to be used in the project provided by the contractor.

## **7.0 CONSTRUCTION REQUIREMENTS**

- 7.1 No work shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.
- 7.2 The Contractor shall be responsible for all required materials not provided by the Embassy, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- 7.3 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.
- 7.4 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials and equipment.
- 7.5 Receipt Of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.
- 7.6 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any

additional off compound storage areas as required.

- 7.7 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.
- 7.8 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.
- 7.9 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to embassy water and power lines shall be coordinated with the COR.

- 7.10 At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and fixed all temporary work platforms and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.
- 7.11 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, the work and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.
- 7.12 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.
- 7.13 Restoration - Surfaces of all paved and unpaved areas shall be protected with tarp against paint materials or droppings. Landscape shrubs killed or damaged by project activities shall be replaced with same species and size.

## 8.0 CRITERIA

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

2003 International Building Code

Statement of Work for Painting Services and the following accompanying specifications:

## 9.0 DELIVERABLE SCHEDULE

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

- 9.2 Milestones:
- |                                       |                                                |
|---------------------------------------|------------------------------------------------|
| Contractor Pre-Proposal Site Visit    | <b><i>To be advised</i></b>                    |
| Award of Contract & Notice to Proceed | <b><i>To be advised</i></b>                    |
| Pre-Construction Submittals           | Within five(5) days after Award of Contract/PO |
| NTP Embassy Submittal Review          | Within three(3) days                           |
| Completion                            | Forty five (45) calendar days to complete      |

- For exterior works – can be done on a regular day, weekend and holidays
- For interior works – can only be done during weekends(Saturday and Sunday) and holidays – 6 weekends in total

**9.3 Project Completion: Contractor shall furnish six month workmanship guarantee**

**10.0 PROJECT SECURITY**

- 10.1 The work to be performed under this contract requires that the Contractor, its employees and Sub - contractors submit corporate, financial and personnel information for review by the Embassy. Including valid working visa for all of its foreign workers, if applicable. Information submitted by the Contractor will not be disclosed beyond the Embassy.
- 10.2 The Contractor shall submit this information including project vehicle requirements within 10 days of the Notice to Proceed.
- 10.3 Contractor's foreign workers shall have valid working visas. Copies of which shall be provided to the COR for security evaluation.

**11.0 PAYMENTS**

- 11.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer. The Contractor may submit requests for progress payments at monthly intervals to cover the value of labor and materials completed to date. In making progress payments, there shall be retained 10% of the amount due until final completion.
- 11.2 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.
- 11.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

**END OF STATEMENT OF WORK**

