

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W913FT-11-T-0031	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 14-Mar-2011	PAGE OF PAGES 1 OF 35
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WF7LKT03060604	6. PROJECT NO.
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7. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CALLE 24BIS #48-50 USMILGP CONTRACTING BOGOTA TEL: FAX:	CODE W913FT	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME MICHAEL HAYDO	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 571-383-4231
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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):*

This construction project is in the country of Colombia, and all projects shall abide by Colombian law s. By submitting a proposal, the contractor shall guarantee that they have everything in place to complete the project to satisfaction. All equipment, materials, labor, licenses, w arranties, and insurances are the responsibility of the contractor.

Scope: Repair pipe leak and construct special end caps.

FAR 36.204 Disclosure of magnitude for this construction project is betw een \$25,000 and \$100,000.

Documents: Statement of Work pages 4 through 5.

A visit to the w orksite w ill be conducted on 4 April 2011. Sign-up and questions may be directed to the Project Engineer Luis Correa w ith contact information in Clause 52.236-27.

Proposals are due by email, or in the hand of the Contracting Officer at Gate #2 of the U.S. Embassy, Bogota Colombia.

11. The Contractor shall begin performance w ithin 10 calendar days and complete it w ithin 60 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____ .)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the w ork required are due at the place specified in Item 8 by 10:00 AM (hour) local time 13 Apr 2011 (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) w ork requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 30 calendar days for Government acceptance after the date offers are due w ill not be considered and w ill be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***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)***See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, 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 on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

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

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONSTRUCTION FFP CONTRACTOR SHALL REPAIR AND INSTALL TWO END CAPS TO A PIPE IN THE COLAR BASE IN LARANDIA, COLOMBIA IN ACCORDANCE WITH THE STATEMENT OF WORK. THE CONTRACTOR SHALL COMPLETE THE DETAILED PRICE SHEET AND ONLY ENTER THE TOTAL AMOUNT IN THIS BLOCK. DO NOT INCLUDE IVA IN THIS TOTAL. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT03060604	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TAXES FFP CLIN included for accounting purposes only. An IVA exemption letter shall be issued to the Contractor upon award. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT03060604	1	Each		

NET AMT

Section C - Descriptions and Specifications

SOW

STATEMENT OF WORK (SOW)
REPAIR LAKE PIPE LEAK AT LARANDIA, CAQUETA COLOMBIA

1.0 SCOPE OF WORK: The Contractor shall provide all drawings, materials, labor, construction equipment, and all civil works to install caps at each end of an existing 18-inch pipe to correct a rupture. This project includes: preliminary works, and adaptation of the existing pipe to fit the caps, and cap installation.

2.0 PRELIMINARIES:

2.1 Drawings: All structural, geotechnical and hydraulic drawings shall be provided to the Project Engineer (PE) for approval within 15 days of award. All shall be developed by an engineer certified in each particular discipline.

2.2 Surveying and Layout: A field book shall be kept on the T-shaped rod for sighting in points on grade (niveletas) levels, while referencing ground settlement. The Contractor is responsible for surveying the terrain levels from the Bench Mark Survey (BMS), base lines, topographical points, perimeter limits, and other control elements necessary to identify the terrain localization and/or elevation.

2.3 Provisional Fencing and Camp: The Contractor shall install provisional fencing and a camp during project development. Upon completion, the Contractor shall remove and dispose of materials to an area indicated by Larandia Base authorities.

2.4 Safety: Every work zone area shall be visibly marked with signs warning of potential safety concerns. .

2.5 Unforeseen Conditions: The Contractor shall conduct a surface, and embedded interference search to avoid damage to embedded elements in the work area. If an interference is found, the contractor shall protect it properly, and suggest an alternative to the PE.

2.6 The contractor shall not initiate work until the following are complete:

- a. The Contracting Officer (KO) issues the Notice to Proceed (NTP) Letter.
- b. Contractor delivers the drawings, tests, material samples, etc. to the Project Engineer, for approval.
- c. Contractor delivers a list of the complete names of the personnel on site, with identification card numbers and place of issue to base security personnel, for investigation and entry permits.

3.0 SPECIFICATIONS:

3.1 Initial Preparation: The Contractor shall remove all vegetation from the construction area to prepare the areas required for the cap installations. Excess excavation materials shall be deposited in an area pre-approved by military base authorities.

3.2 Capping: Contractor shall provide and install a caps at both ends of the existing 18-inch pipe that will stop leaks, and be flexible for user to remove and provide more extensive repair in the future. The specifications of the cap shall be approved by the PE a minimum of fifteen (15) working days prior to installation.

3.3 Welding: This includes the supply and installation of the welding works to install both caps. The totality of the welding shall be certified and follow the Colombian welding codes. Descriptions and specifications shall be approved by the PE a minimum of fifteen (15) working days prior to installation.

3.4 Concrete Structures: This is the fabrication, transportation, pouring, and respective reinforcement elements required IAW structural drawings. This item shall be quoted per detailed chart. Concrete mix shall comply with the specified 28 days strength as indicated in the structural design supplied by the Contractor.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.236-5 Material and Workmanship

APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	SEE THE ATTACHED PWS/SPEC DESIGNATED COR OR POC FOR COMPLETE DELIVERY INFORMATION SEE SCHEDULE FOB: Destination	WF7LKT
0002	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
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CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within ten (10) 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 60 days. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

Section G - Contract Administration Data

PAYMENT INSTRUCTIONS**PAYMENT PROCESS / PROCESO DE PAGO:**

Deliver/submit an Original invoice and a completed and signed DD250 to the USMILGRP Payment Office at one of the below addresses:

Within Colombia:

Billing Address:
Calle 24 Bis 48-50 (Post # 1)
US Embassy
USMILGRP – Contracting Office
Attn: Tatiana Suarez
BOGOTA, COLOMBIA
TEL: 011-571-383-2601

Invoices will be received **ONLY** on Tuesdays from 10:00am thru 12:00 pm by Tatiana Suarez Ext 2765.

Outside of Colombia:

Scan the documents (invoice and DD250 form) and send them by e-mail to: tatiana.suarez.co@tcsc.southcom.mil

If the invoice is for a partial or full payment please indicate that on the invoice.

You must distribute copies of these completed forms as follows:

1) Contract File: Receiving Report will be received by: Michael Haydo at Email:
Michael.haydo@tcsc.southcom.mil

2) Paying Office & Resource Management Office (RMO): Receiving Report will be received by:
Tatiana Suarez Email: Tatiana.suarez.co@tcsc.southcom.mil

PARA RADICAR LA FACTURA:

Enviar/entregar la factura original y la forma DD250 diligenciada y firmada al Grupo Militar, Embajada Americana en la siguiente dirección:

En Colombia:
Oficina de Pago:
Calle 24 Bis 48-50 (PUESTO # 1)
US Embassy
USMILGRP – Contracting Office
Attn: Tatitana Suarez
BOGOTA, COLOMBIA
TEL: 011-571-383-2601

Fuera de Colombia:
Escanear documentos (factura y forma DD250) y enviar por e-mail a: Tatiana.suarez.co@tcsc.southcom.mil

Si la factura es por un pago parcial o total favor indicarlo en la factura.

Enviar copias de las formas como se menciona:

1) Contrato: Forma DD250 Reporte de recibo a: Michael Haydo a Email: Michael.haydo@tsc.southcom.mil

2) Oficina de Pago: Forma DD 250 Reporte de Recibo a: Tatiana Suarez Email:
Tatiana.suarez.co@tsc.southcom.mil

Section H - Special Contract Requirements

DETAILED PRICING SHEET

LARANDIA PIPE REPAIR

Item	Description	Unit	Quantity	Unit Price (COP)	Total Value (COP)	Total Value (US)
1	CAPPING DRY SIDE				\$ -	\$ -
1.1	Preliminaries	LS	1.0	\$ -	\$ -	\$ -
1.1.1	Welding 18-inch pipe	LS	1.0	\$ -	\$ -	\$ -
1.1.2	Special Cap for the 18-inch Pipe	LS	1.0	\$ -	\$ -	\$ -
1.1.3	Concrete encasement	LS	1.0	\$ -	\$ -	\$ -
2	CAPPING LAKE SIDE				\$ -	\$ -
2.1	Preliminaries	LS	1.0	\$ -	\$ -	\$ -
2.2	Welding 18-inch pipe	LS	1.0	\$ -	\$ -	\$ -
2.3	Special Cap for the 18-inch Pipe	LS	1.0	\$ -	\$ -	\$ -
2.4	Concrete encasement	LS	1.0	\$ -	\$ -	\$ -

	SUM OF ITEMS			\$ -	\$ -
	Administration and Unforeseen (A,U)	20%		\$ -	\$ -
TOTAL ESTIMATED COST US GOVERNMENT				\$ -	\$ -
SUM OF ITEMS				\$ -	\$ -
	Estimated IVA (TAXES) for Contractor	16%		\$ -	\$ -
	Estimated Profit for Contractor	8%		\$ -	\$ -
TOTAL ESTIMATED COST FOR CONTRACTOR				\$ -	\$ -
	Execution Time in Calendar Days	60 days			
	Payment form				
	Guarantee				
	Exchange Rate (1 USD\$ = 1,700 \$COP)				

SPECIAL CONTRACT REQUIREMENTS

1.0 ACTIVITIES REPORT: A weekly report shall be submitted, to the Project Engineer (PE) in advance every week on the Friday prior to starting work. Report shall include all activity related to the project.

2.0 PROGRESS SCHEDULE/REPORTS: Progress Schedules and Reports.

2.1 Progress Schedule: One progress schedule shall be provided to the PE in Microsoft Project within ten (10) days of contract award, who will give to the KO to review and sign. The schedule shall take into account time requirements for completion, to include unforeseen events and seasonal weather patterns. Contractor shall include quality assurance inspections and Activity Hazard Analysis (applicable to all types of work to be performed) in advance of any work such as site preparation, and concrete work. The project schedule shall have expected completion dates, execution time of each phase, mid-point completion of project, and monetary values. Only if changes are necessary, a new schedule shall be submitted to the PE for approval within two (2) working days.

2.2 Weekly Reports: The Contractor shall provide weekly reports based on the Schedule's (section 2.1) percentage of work complete. A PE and KO approved report may be used for progress payments per section 5.0.

4.0 POLICIES: Warranties and Insurance.

4.1 Work Quality and Stability: (Warranty) Contractor shall ensure the quality of the construction during the warranty period. This warranty shall amount to 40% of the contract value, and remain valid for three (3) years from the date of final payment. This warranty shall be provided to the Contracting Officer (KO) no later than eight (8) days before the final contract acceptance date.

4.2 Wage Payment and Benefits Policy: Shall amount to 20% of the contract value, and valid from contract commencement, to three (3) years after. The social benefits policy shall not be necessary if a certification is issued by the contractor that all staff and personnel are duly registered in a social security scheme that covers accidents, death, and hospitalization, as required by Colombian Law.

4.3 Contract Compliance Policy: Contractor shall provide this policy amounting to 10% of the contract value for a period up to contract term plus two (2) months.

5.0 CONTRACTOR PAYMENTS: Payment will be made via the Progress Payments Clause of the contract. No advance payments are authorized. The Contractor may be paid for material items purchased and stored on-site. If the project is less than 30 days, contract payment will be made in one single payment. If contract is greater than 30 days, progress payments for percentage of work complete may be authorized, and invoiced in 30 day increments. Final payment will be paid only after work is inspected and accepted, and submittals are approved in accordance with contract terms and conditions.

6.0 PRIOR TO PROJECT COMPLETION: The following documents shall be delivered to the PE/KO prior to the Work Acceptance Document, and final payment is considered. The documents shall be in English, or if in Spanish, translated into English.

6.1 Punch List: Including the punch-list inspection corrections

6.2 Closing Reports: Electronic (email/CD) closing reports of the work executed (Original and two copies, one English and one in Spanish) with: Copies of the plan, certifications, complete inventory, project description, lab test results, copy of the construction license, release of claims, maintenance manuals, and photos and video of each stage of the construction process. In the event that the requesting unit does not authorize photographs, this requirement is waived.

6.3 Drawings: Original and two copies of all as-built (Record Drawings) including all construction details presented on large sheets (1 m x 0, 70 m).

6.4 Payment Certification: Written Certification of all final payments made to the suppliers, subcontractors and workers. This submission of a written certification shall be signed by an authorized representative of the company witnessing that the contractor has fully paid his suppliers, workers and subcontractors is required.

6.5 Municipality Clearance of Payments: Contractor shall submit a written certification of approval from an authorized municipality official stating that no materials and/or money are owed.

6.6 Inspection and Acceptance: A copy of the Inspection and Acceptance of the work letter signed by an authorized representative of the government.

7.0 SPECIFICATION CHANGES: Any changes to the original specification after contract award.

7.1 Technical Modifications: The Contractor is not authorized to perform any technical changes to contract requirements without previous written authorization of the KO. The assigned PE will receive written authorization from the KO, and then forward that authorization to the contractor. If the contractor executes any work without authorization, they will assume all associated costs for the unauthorized work.

7.2 Modifications Implying a Greater Cost to Contract Value: If the Contractor determines that additional work and greater quantities that will result in additional costs are necessary, he/she shall make a recommendation to the KO through the PE before executing those changes. The Contractor shall send a detailed proposal for additional work and any additional time required. All prices and time extensions for additional work shall be negotiated between the government and the contractor prior to performance. All authorized changes shall be made to the contract by the KO as a modification, before changes can be made.

7.3 Unforeseen Site Conditions: Potential additional work, material quantities, or costs due to unforeseen site conditions, shall be recommended in writing to the PE and KO. The Contractor shall outline a detailed proposal to accomplish the additional work required. All prices and time extensions for additional work shall be negotiated prior to execution. The KO shall authorize all changes by contract modification, before the contractor may begin new work.

8.0 LAWS AND REGULATIONS: The Contractor shall be responsible for complying with all laws, codes, ordinance, and regulations applicable to work performance; to include the host country, and the lawful orders of any authority having jurisdiction. In the event of a conflict between the contract and such orders, the Contractor shall promptly advise the PE and the KO with a proposed resolution.

8.1 Labor, Health and Safety Laws: The Contractor shall comply with all local labor laws of Colombia, regulations, customs, insurance, and practices pertaining to labor, safety and similar matters to the extent that such compliance is not inconsistent with the requirements of this contract.

8.2 Licenses and Permits: The Contractor shall provide all information necessary to the Colombian authorities responsible for any licenses necessary to comply with applicable host nation laws/regulations.

8.3 Environmental Protection: The Contractor shall comply with all applicable environmental provisions of the Colombian laws/regulations. Disposal of hazardous waste, or similar components shall only be disposed of in an approved hazardous waste disposal site. Only waste sites permitted by the US Environmental Protection Agency and/or the Government of Colombia shall be utilized for such actions.

8.4 Documentation Ownership: All drawings, specifications, operation and maintenance handbooks, and any other project documents, shall belong to the USMILGRP upon contract completion.

8.5 Legal Standards: All work shall be accomplished according to applicable legal standards. If conflicts occur, the strictest rule applies. The Contractor shall inform the PE immediately of any conflicts.

8.6 Earthquake Standard: Construction shall be accomplished in accordance with the Colombian Code of Earthquake Resistant Construction (NSR)-98.

8.7 Quality Assurance: The PE shall monitor/inspect the Contractor's performance using the quality assurance procedures in the Federal Acquisition Regulation Clause 52.246-12, Inspection of Construction.

9.0 CONTRACTOR RESPONSIBILITY: This section contains the daily work schedule and site maintenance.

9.1 Site Access: Access shall be pre-coordinated with the PE at 311-462-5675 by providing names and identification numbers for workers. Parking and deliveries shall be pre-coordinated with surrounding personnel, so it does not interfere with their duties. The Contractor shall send a list of personnel with complete names, identification card numbers, and a list of vehicles and equipment that require access. Photo identification cards for all personnel shall be provided by the Contractor..

9.2 Schedule: The work schedule shall be from 7:00 a.m. to 4:00 p.m. If other times are required, the Contractor shall receive approval two (2) days before new schedule begins. If overtime is necessary, contractor shall receive PE or KO approval 72 hours in advance. The Contractor shall notify the PE and installation POC at least five (5) days prior to any holiday they plan to work; to ensure base access. Overtime, if incurred shall be the Contractor's responsibility and shall not be charged to the contract.

9.3 Cleanliness and Debris Removal: The Contractor shall remove all debris or surplus materials from the work site when work is complete. The Contractor shall maintain the project site in a neat, orderly, and safe condition at all times. Contractor shall coordinate with local Colombian agencies to dispose of debris materials. All temporary structures shall be removed from the site as soon as progress permits.

9.4 Damage to Persons or Property: The Contractor shall be responsible for all damages to persons or property as a result of fault or negligence, and shall take safety and health precautions to protect the work, employees, local public, and the property of others. The Contractor shall protect or repair any damage to the surrounding areas (grass, gravel, sidewalks, etc), incurred during the course of the project. The Contractor agrees that the Government shall not be responsible for injuries, or damage arising from performance on this contract.

9.5 Construction Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized by the PE. Government agencies shall have access to the premises for safety, and security inspections, or site visits as authorized by the KO.

9.6 Subcontractors and Personnel: The Contractor shall insure that all subcontractors have obtained all requisite licenses and permits. The Contractor shall provide list of all workers assigned to the project for the necessary security checks. The list shall be submitted to the PE within five (5) days of contract award. The list shall include the following information:

Full Name

Place and Date of Birth

Current Address

Identification Number

9.7 Project Manager/Superintendent: The Contractor shall appoint a qualified engineer or architect as the Project Manager/Superintendent, who shall be responsible for project execution, and give pertinent technical information to the PE. The resume of this individual shall be submitted with the proposal for technical evaluation. The Contractor shall not replace, substitute, or remove key personnel without prior approval of the KO. The Project Manager or alternate shall be physically on site during duty hours. After duty hours, the project manager or alternate shall be available within two hours of notification. The Project Manager may also be required to meet at as scheduled by the PE or KO for the duration of the contract.

9.8 Safety: The Contractor shall provide employees with all the necessary safety equipment suitable for the task at hand, and comply with Colombian Safety Council (CCS) established standards. The contractor shall also provide a listing of the Personal Protective Equipment supplied. The Government may stop or suspend work at the contractor's expense until CCS compliance is reestablished.

10.0 GOVERNMENT LIABILITY STATEMENT: THE GOVERNMENT OF THE UNITED STATES shall be excluded from paying any type of additional compensation, lawsuits or other expenses due to accidents and calamities of any of the employees of the contractor, subcontractors, suppliers, or relatives attached to them.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-7	Permits and Responsibilities	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.246-21	Warranty of Construction	MAR 1994
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007) ALTERNATE I (AUG 2007)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) (A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies Performance to in/at:
-----	-----	-----
-----	-----	-----
-----	-----	-----

(Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.)

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—



(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to--

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the 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.
- (d) 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.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>
<http://farsite.hil.af.mil>

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
- (1) Check all drawings furnished immediately upon receipt;
 - (2) Compare all drawings and verify the figures before laying out the work;

- (3) Promptly notify the Contracting Officer of any discrepancies;
 - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
 - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

THERE ARE NO DRAWINGS ON THIS PROJECT.

End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.225-20 Prohibition on Conducting Restricted Business Operations in AUG 2009
Sudan--Certification

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.232-16 PROGRESS PAYMENTS (AUG 2010)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

- (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
- (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
- (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).
- (2) Performance of this contract is endangered by the Contractor's --
- (i) Failure to make progress or
- (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the

Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

- (i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;
- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
 - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
 - (ii) Are in conformance with the requirements of FAR 32.504(f); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
 - (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
 - (ii) Are in conformance with the requirements of FAR 32.504(g); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Chief of Contracting Office.

Regional Contracting Office – Bogota
U.S. Embassy – Bogota
MILGP Unit 5140
APO AA 34038-5140

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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.

Site visit will be conducted at the Colare Larandia AB in Caqueta Colombia on 4 April 2011. All coordination for the site visit will be done by Luis Correa.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Luis Correa

Telephone: 311-462-5675

(End of provision)

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

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

<http://www.arnet.gov/far>

<http://farsite.hil.af.mil>

(End of provision)

INSTRUCTIONS TO OFFERORS INSTRUCTIONS TO OFFERORS

1. PERIOD OF ACCEPTANCE OF OFFERS:

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers.

1.1 Proposals are due by 1000 hrs on 13 April 2011.

2.0 GENERAL REQUIREMENTS:

Responses to the request for proposal shall be hand delivered or emailed to the Contracting Officer by the closing date and time. Electronic submittals shall be in Microsoft Word, Excel, or Adobe PDF. Late proposals will not be considered. Proposal packages shall be submitted as follows:

<u>CONTENT</u>	<u>FORMAT</u>	<u>COPIES</u>
Technical and Price Proposal	Hardcopy	One (1)
Technical and Price Proposal	Electronic Copy (CD and/or Email)	Two (2)

3.0 PROPOSAL FILE LABELS AND DELIVERY:

Each submittal shall be labeled with the following information:

Title of project

Request for Proposal/Solicitation Number

Offeror's name

Proposals shall be marked "SOURCE SELECTION SENSITIVE"

The legend "**To be Delivered Unopened to the Contracting Officer**" and the solicitation number shall be marked on the exterior of an envelope, or other container.

Contracting Officer Information:

Contracting Officer, Michael D. Haydo

Phone: 571-383-4231

Email: michael.haydo@tcsc.southcom.mil

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the official exchange rate in effect as follows:

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

(End of provision)

BASIS OF AWARD

1.0 **Basis of Award.** The award will be evaluated on a Lowest Priced, Technically Acceptable (LPTA) basis, considering past performance. Subject to the provisions contained herein, the Government intends to award a single contract resulting from the solicitation to the offeror whose response conforms to the Statement of Work, is technically acceptable, and provides the lowest total price for the actual base items awarded. Appropriate consideration will be given to two (2) evaluation factors: Technical (composed of six (6) sub-factors), and Price. Past performance is included in the technical acceptability determination and will be a "Acceptable/Unacceptable/Neutral" responsibility determination. To receive consideration for award, a rating of "acceptable" must be achieved for the technical factor. The Government also reserves the right to eliminate from further consideration those proposals which are considered unacceptable and not capable of being made acceptable without major rewrite or revision.

2.0 **Award Without Discussions.** As set forth at paragraph (g) of FAR Clause 52.215-1(f)(4), the Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain their best terms from a technical and price standpoints. The government may make a final determination as to whether the offeror's proposal is acceptable or unacceptable, based solely on the initial proposal submitted. Accordingly, offerors are advised to submit initial proposals that are fully and clearly acceptable without additional clarification or explanation. However, the Government reserves the right to open discussions or clarifications, if later determined by the Contracting Officer to be necessary.

3.0 **Evaluation Approach.** The Government will use informal source selection procedures. The Contracting Officer is the source selection authority and will determine the extent to which each offeror demonstrates a clear understanding of the solicitation requirements. The Government reserves the right to determine which proposals show the required capability IAW the evaluation factors. Each proposal will be evaluated strictly in accordance with its contents and will not assume areas not specified in the offeror's proposal. All proposals will be evaluated using the same evaluation criteria to determine whether an offeror's proposal is acceptable, or unacceptable.

4.0 **Technical Factors.** Technical Acceptability will include a review of each element of the Technical Proposal. Each Offeror's response will be evaluated and rated on each criteria element. Those ratings will then be

rolled into one overall factor rating. Any criteria element(s) rated as “unacceptable” will result in an overall criteria element rating of “unacceptable”. This factor is composed of six (6) subfactors: General Architectural Plan, Materials List, General Work Schedule, Superintendent Engineer/Architect Resume, Understanding, and Miscellaneous Information which includes Past Performance.

4.1 General Architectural Plan Subfactor: The Government will consider the extent to which the offeror’s general architectural plan, drawings, and the equipment distribution list proposed by the offeror satisfy the requirement.

4.2 Materials List Subfactor: The Government will consider the extent to which the offeror’s list of materials satisfies the requirements.

4.3 General Work Schedule Subfactor: The Government will consider the extent to which the general work schedule and bar chart meet the requirement.

4.4 Superintendent Engineer/Architect Resume Subfactor: The Government will consider the extent to which the proposed Superintendent Engineer/Architect has experience on projects equal to or greater than the work required for this project in terms of scope and magnitude.

4.5 Understanding Subfactor: The Government will consider the extent to which the proposal demonstrates an understanding of the requirements of the project to include; processes, the number of personnel, equipment, and licenses and permits required for successful completion of the project.

4.6 Miscellaneous Information Subfactors: This includes financial information and past performance.

4.6.1 Financial Information: The offeror shall submit financial information to include a detailed plan of how the project will be financed, financial statements, a company-owned property equipment list, their Chamber of Commerce Certificate, and a company organizational chart. The Government will consider to what financial resources the offeror plans to use to finance the project, what assets they currently have, current financial status, and whether or not the offeror is a legal company incorporated in Colombia.

4.6.2 Past Performance: Offeror shall submit at least three (3) past performance references for the past three (3) years relevant to the solicitation. Past performance will be evaluated on an “Acceptable” or “Unacceptable” basis. In the case of no past performance, the evaluation will be rated as “Neutral”. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor (if applicable) in alphabetical order. The following information shall be included as a minimum:

(a) Contract Description.

Contract No., Type (i.e., FFP, CR, T&M, IDIQ)

Date of Contract Award

Place of Performance

Awarded Price

Period of Performance

Agency name and address

POC name, e-mail address, telephone and fax numbers

(b) Performance Summary

A brief summary describing the objectives achieved on each contract, detailing how the effort is relevant to the requirements of this solicitation. For any contracts that did not meet original schedule or technical requirements, provide a brief explanation of the reason(s) for the shortcomings and corrective action(s) taken. The offerors shall list and explain each delivery schedule revision. The offeror shall also provide information on any Cure Notices or Show Cause Letters, and describe the corrective actions taken. The offeror shall explain any contracts that were terminated.

4.6.2.1 The past contracts shall meet the following conditions:

Recency: Only contracts or subcontracts performed within the last three (3) years shall be considered.

Relevance: Relevant efforts are defined as historical work similar in scope, magnitude, complexity, and number of personnel to the project being considered.

5.0 **Price Reasonableness:** The Government will perform price analysis to determine reasonableness and affordability of overall prices. Competition usually establishes price reasonableness. In limited situations, the Government will be required to perform additional analysis to determine reasonableness. The techniques and procedures described under FAR 15.404-1(b) will be the primary means of assessing reasonableness.

5.2 **Unbalanced Pricing:** Proposals will be analyzed to determine if the prices are unbalanced. Unbalanced pricing exists when despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price analysis techniques. An unbalanced offer may pose an unacceptable risk to the Government and may be rejected.

6.0 **Acceptance:** A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.