

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W913FT-11-T-0033	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 12-Apr-2011	PAGE OF PAGES 1 OF 36
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WF7LKT10120600	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: Construct tw o (2) classrooms and tw o (2) bathrooms in La Macarena, Meta, Colombia
 FAR 36.204 Disclosure of magnitude for this construction project is betw een \$100,000 and \$250,000
 Documents: Statement of Work pages 4 through 10.
 A visit to the w ork site w ill be held on 2 May 2011.
 Questions may be directed to the USMILGP LOGMIS Project Engineer (see Clause 52.236-27).

11. The Contractor shall begin performance w ithin 10 calendar days and complete it w ithin 120 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 11 May 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 CONSTRUCT TWO CLASSROOMS AND TWO BATHROOMS, 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: WF7LKT10120600	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	IVA 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: WF7LKT10120600	1	Each		

NET AMT

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iv) 52.232-11, Extras (Apr 1984).

(v) 52.232-25, Prompt Payment (OCT 2008).

(vi) 52.233-1, Disputes (JUN 2008).

(vii) 52.244-6, Subcontracts for Commercial Items (JAN 2011).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(ii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

www.farsite.hill.af.mil

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

SOW

STATEMENT OF WORK (SOW) **SCHOOL CONSTRUCTION IN LA MACARENA**

1.0 SCOPE OF WORK: The Contractor shall provide drawings, labor, equipment, and materials to construct two (2) classrooms with an approximate area of 66 square meters (m²) each, and two (2) bathrooms with an area of 12.5 m² each, for the John F. Kennedy school in La Macarena, Meta, Colombia IAW the Statement of Work (SOW). The work includes:

- Demolish existing baths with an area of 25 square meters.
- Localization and lay out the project at the project site.
- Excavation, compacting, concrete mixing for footers, aerial beams, columns, lintels, slabs and sidewalks.
- Provide and install hydro-sanitary networks and rainwater system.
- Provide and install electrical system and accessories.
- Provide and install blocks (masonry) for internal walls.
- Plaster and paint walls, install floor veneer, windows, security bars and doors.
- Provide and install metallic structure and roof materials, commemorative plate and flag area and clean-up

There is an existing water purification system room close to the bathrooms, which shall not be affected.

2.0 PRELIMINARIES: The Contractor shall not initiate work until the following are complete:

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

2.1 Drawings: All structural, architectural, hydro-sanitary, and electrical drawings shall be provided to the Project Engineer (PE) for approval within 15 days of award. All drawings shall be developed by an engineer certified in that particular discipline, and comply with appropriate codes. Once approved all shall become part of the contract specifications. This includes the:

2.1.1 Structural and Architectonic Drawings: Comply with “Norma Sismo Resistente” (NSR) – 2010 code.

2.1.2 Hydraulic, Sanitary and Rainwater Drawings: Comply with Colombian codes “Norma Tecnica Colombiana” (NTC) – 1500.

2.1.3 Electrical Drawings: Drawings shall consider electrical consumption of the building plus an additional 30%. The Contractor shall verify that the value of the resistance is the required value of (<5 ohms).

2.2 Soil Study: The Contractor shall provide a soil study for PE approval within 15 days of contract award, and before construction may begin.

2.3 Surveying and Layout: A field book shall be kept on the T-shaped rod sighting points and grade (niveletas) levels, while allowing for 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.

2.4 Provisional Fencing and Camp: The Contractor shall install provisional fencing and a camp during project development. Upon project completion, debris shall be taken to an area indicated by La Macarena authorities.

2.5 Unforeseen Conditions: The Contractor shall conduct an aerial, surface, and underground interference search to avoid damage to any other elements in the area. If a potential interference is found, the Contractor shall discuss alternatives with the PE.

2.6 Superintendent Engineer/Architect Resume: 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.

3.0 DETAILED ACTIVITIES: This includes excavation, concrete, masonry, and metallic and roof structures.

3.1 Excavation: All vegetation and top soil shall be removed from site, compacting the exposed surface to at least 95% Proctor Standard (per NSR-2010 code), before beginning backfill. The Contractor shall also provide Proctor Standard results to PE for approval before starting backfill. This includes backfilling and leveling the ground according to the recommendations given in the soil study, and their reasonable proximity to the alignment and gradient shown in the plans or set by the PE. The Contractor shall remove excess materials, and debris to an area authorized by local authorities.

3.2 Concrete Structures: This refers to fabrication, transportation, pouring, and respective reinforcement elements required IAW structural drawings. This item shall be quoted as per detailed chart.

- Concrete footing and foundation beams
- Concrete slabs for the building.
- Concrete columns, aerial beams, roof beams, lintels and confinement structure for walls.
- Concrete slab sub floor.
- Perimeter channel in concrete for water collecting.
- Sidewalks for the entrance of the building shall be constructed and shall be at least 1,10 m wide.
- Concrete mix design shall comply with 3000 psi at 28 days strength.

3.2.1 Concrete Characteristics: All recommendations of the American Concrete Institute (ACI) Committee Report 301M-99 (Specifications for Structural Concrete for Buildings) or equivalent Colombian specification (NSR-10) shall be followed. All other concrete operations shall follow the Building Code Requirements for Reinforced Concrete ACI 318M-08. All the standards of the ASTM are mandatory.

3.2.2 Transporting the Concrete: The PE shall approve the formworks and molds, steel reinforcement, rebar arrangement, overlaps, and all related details, seven (7) days prior to the actual pour date.

3.2.3 Concrete Pour: All forms and molds shall be cleaned, and dampened with a non petroleum based stripper. Pours shall be in one continuous operation per section. All soft concrete shall be compacted, preferably with a vibrator to ease it around embedded installations. The pour shall be protected from inclement weather and the exposed concrete surface kept constantly damp for the first seven (7) days.

3.2.4 Concrete Compressive Strength: The specified compression resistance shall be measured at the rupture in cylinders measuring 15cm x 30 cm (6 in x 12 in), after 28 days, according to the ASTM C39/C39M-10 standards. All concrete shall have an overlap no greater than three (3) inches. Concrete used for the foundation formworks, columns, retaining walls, joints tied to the foundation, load and tie joints and remaining structural elements, shall have a compression resistance of 210 Kg/centimeter² (3000 lb/square inch). The resistance to fluid concrete for the filling of the reinforced masonry blocks shall guarantee a minimum of 140 Kg/centimeter² (2000 lb/square inch).

3.2.5 Repairing Concrete Defects: All defects shall be repaired by cutting out the defective surface, cleaned with compressed air, and filled with epoxy based concrete or mortar, per manufacturer's instructions. Contractor shall submit epoxy specifications for PE approval, before repairs can begin. Repairs shall not be made using common concrete or mortar.

3.2.6 Concrete Testing: The Contractor shall prepare and properly mark six (6) concrete test cylinders per nine (9) cubic yard batches or single mixture in strict accordance with Colombian Law 400 of 1997, and NSR-2010. The Contractor shall conduct the quality tests of concrete used. The contractor shall provide test copies for PE approval before concrete pour. The samples shall be tested in accordance with the C39/C39M-10 Norm of the ASTM (test of cylinders of concrete for compression).

3.2.7 Concrete Forms: The forms and supports shall have the necessary resistance and rigidity to support concrete, without localized settling over (0.001) mil of light. The supports shall be arranged to never stress the completed parts of the project at a level higher than one third (1/3) of the design stress. The joints in the forms shall not have slits bigger than 3 millimeters to avoid grout losses, but still have enough room to avoid boards (when using wood) from shrinking and deforming due to inclement weather.

3.2.8 Rebar and Ties: The rebar shall be bent with no variations greater than one centimeter. They shall be tied to the formwork with wire, concrete, or stone plugs; and among themselves with iron annealed No. 16 wire. Separation between parallel rebar shall have a minimum separation equal to the diameter 1 1/3 of the greater diameters of the coarse aggregate used. Their position shall be adjusted according to the indications in the drawings and instructions approved by PE. The correct arrangement shall be reviewed before the pour, and any modifications noted. No rebar shall be bent on the field. Rebar in a packet shall be tightly tied together forming a single unit. Packets with more than four (4) rebar are not permitted. It may be required that the framework functions below two-thirds (2/3) of its admissible tension either by overlap or welding. Welded ties shall conform to American Welding Society (AWS) D 1.4/D 1.4M standards, and develop at least 125% of the flow resistance specified. The overlap of rebar packets shall be based on the packet length required, increased by 20% for three (3) rebar packets and 33% for four (4) rebar packets. The centers of the ties shall be more than 40 diameters (40 D) throughout the length of the piece. When the use of mortise is permitted, the diameter shall not be smaller than the main reinforcement.

3.2.9 Embedding: For elements not exposed to the weather or ground, the minimum embedment shall be: slabs: 2 cm (0,8 in); beams and columns: 3 cm (1,2 in).

3.3 Conventional Masonry: Walls shall be plumb, seating brick in mortar at a 1:4 ratio, forming joints not thicker than 1.5 cm. Blocks with strengths and dimensions specified by structural drawings shall comply with quality and standard dimensions. All Instituto Nacional de Normas Tecnicas Colombianas (ICONTEC) norms shall govern.

3.4 Metallic Structure: This work includes all materials, equipment, tools, and labor necessary for the complete installation of the metallic roof structure. It includes supply installation and anchors to support all cover for lodging areas in metallic carpentry, as is shown in the schemes attached. The design of welded connections, electrodes, filler metal, labor, inspections, and tests shall follow standards determined by the latest American

Welding Standards (AWS) and American Institute of Steel Construction (AISC) editions. Welding samples, methods, and electrodes shall be approved by the PE, before installation may begin. If doubts arise about a weld sample, the PE shall order trepanation tests at no cost to the government. If deficiencies are found, then all welds shall be checked, and re-welded. The joint plates for columns shall be joined by welding each side of the plate, with a minimum length of ½ the length of the plate. Structural cross-sections shall be bent cold, and parts cut when indicated. Cuts shall be with fine nozzle oxyacetylene, but preferably with a saw for cross-sections.

3.5 Roof: The installation of thermo acoustic type roof tile includes the metallic structure required to cover the span and the use of natural lighting. Contractor shall install rainwater channel and downspout. Contractor shall seal roof overhang using fascia or screens. Contractor shall anchor the new roof frame structure to the bond beam rebar.

3.6 ELECTRICAL NETWORK: This includes the entire electrical wiring, and lighting.

3.6.1 Electrical System: The internal electrical construction shall be in accordance with the electric regulations in effect in Colombia, National Electric Code (NEC)/American National Standards Institute (ANSI)/Energy Information Administration (EIA)/Telecommunications Industry Association (TIA)/Techniques Electronics Electrical Equipment (TEEE)/National Fire Protection Association (NFPA), and allow for a 30% capacity above the maximum normal usage of all electrical systems simultaneously. All drawings and systems shall conform to International Electrotechnical Commission (IEC) 61024-1-2, NTC 4552, NTC 2050 and “Reglamento Técnico de Instalaciones Eléctricas” (RETIE). The system shall contain grounding systems suitable for the grounding resistance required at the project site. All work shall be performed according to the best trade practices, using specialized personnel

NOTE: Wiring shall fulfill the following requirements:

All energy cables shall be American Wire Gauge (AWG) and have isolation Thermoplastic Heat and Water Resistant Insulated Wire (TWH) of the caliber specified and calculated IAW the calculated electric bulging loads, subject to the following color code:

- Green: Earth.
- White: Neutral.
- Black: Not regulated.
- Yellow, red, blue: Regulated.
- This code shall flow from the electrical board of distribution to the final point of exit. Joints within the system are not allowed. They shall only be in the boxes.
- Protection elements shall be from a national and recognized manufacturer, all of the same brand preferred.
- All cable ends or joints shall have the appropriate terminals or spring-like connectors.

All electric conductors to be installed in the layout conduit shall meet the following material and installation requirements: All metallic conduits installed underground shall be painted with asphalt based paint before being covered with concrete. All exposed conduits shall receive two (2) coats of anticorrosive paint, as well as supports, accessories, and register boxes. All metallic surfaces of electronic equipment with scratches shall be repainted similar to the original.

3.6.2 Electrical House Connection: This shall be underground Polyvinyl Chloride (PVC) pipe and include a distribution switchboard and other elements in approved drawing. The main electrical feed and entire distribution system shall comply with Colombian Electrical Code (NTC-2050).

3.6.3 Internal Electrical Installations: All electrical networks shall be in accordance with NTC-2050. The Contractor shall provide calculation records showing actual load and estimated reserve charge with cable caliber for PE approval before contract acceptance. No wire joints are authorized. The lines shall be continuous from box to box. All outlets shall be grounded, and ensure they meet the needs of the project. The installation of all

electrical system conduits and cabling system wires shall be of Electrical Metallic Tubing (EMT) ducts or conduits and/or metal cable trays, if they are exposed. If not, PVC conduits shall be used. Outlet boxes for lighting units shall be installed on the surface, and be 4' x 4'' octagonal or square. Lights embedded in concrete or masonry shall be level, and the unit boxes installed during laying operations. When lights are installed on false ceilings, one register box shall be attached to the conduit, and another to the light unit. When the unit box allows, a metal flexible unit may be installed.

3.6.4 Electrical Apparatus: All areas shall provide a minimum of 400 luxes. Lighting levels shall be verified at least 1 hour after dark. Switches shall be located at the right hand of each door. . Light switches shall be connected so they never interrupt the neutral conductor, or connected to a hot line. Light switches shall be at a height of 1.20 m above the finished floor. Lights and accessories shall be firmly attached to the surfaces of the building with the correct suspension system. Embedded lights shall be flush so that light is not filtered through the slab and the molding

3.7 WATER NETWORKS: This includes all work required for the potable water, and waste drainage networks.

3.7.1 Drainage and Underground Works: This includes all materials, equipment, and labor necessary for the complete installation of a potable water distribution network, and wastewater drainage systems, according to the National Plumbing Code (NPC), the American Water Works Association (AWWA), and NTC 1500.

3.7.2 Hydraulic House Connection: The construction of a hydraulic connection from existent network to new building, including the main bath line. The Contractor shall purchase and locate two 1000 L elevated tanks type "Colempaques" or similar with respective floats, above bath area, and include the elevated reinforced concrete tank base. The Contractor shall construct house connection in PVC according to diameters given in hydraulic drawings, and manufacturer's instructions. The Contractor shall meet established norms in plumbing code NTC 1500, and be responsible for the inspection of all plumbing materials. The Contractor shall ensure each end of the pipe is secured. The water network shall be subject to three hydraulic tests of constant pressure of 150 psi not less than 12 hours for approval by the PE. The first test shall be accomplished prior to filling trenches or covering pipe, the second test shall be done after filling, and the final shall be executed 15 days before completion of the project. A register (water valve) shall be installed.

3.7.3 Hydraulic Network: Includes all the internal hydraulic networks for the bath areas, according to PE approved drawing provided by the contractor. After approval, they shall become part of the contract specifications. This includes all hydraulic networks (pipes, fittings, valves, outlets, and accessories) needed for the bathroom area.

3.7.4 Rainwater Network: The network shall be an easy to maintain system. Concrete gutters shall be on the contiguous slope and drain to the site indicated in drawings as determined by base authorities.

3.7.5 Sanitary/Sewage Network: This includes all sanitary networks, including sewage collector, internal networks (baths), and ventilation; according to sanitary drawings. The Contractor shall build a discharge section according to the drawings, constructing boxes for suitable operation and respective discharge.

4.0 FINISHING: All finishing work to include the veneers, tiles, plaster, windows and doors, and paint.

4.1 Veneers and Tiles: The Contractor shall provide and install new tiles, and wall veneers for the bath area. The floor tile material shall be for high traffic, and include the broom guard. This includes all necessary door stick downs. Wall veneers shall be installed up to a height of 1.40 m and include metallic end caps.

4.2 Plaster: Plaster shall have a 1:3 mix ratio and a minimum thickness of 1.5 cm. The Contractor shall apply waterproofed plaster in all wall areas up to a height of 0.3m.

4.3 Exterior and Interior Painting: The Contractor shall paint walls, columns, beams and concrete structures with three layers. The Contractor shall provide samples of wall colors, veneer of floors and walls, for PE approval, before paint may be applied. All paint shall be delivered in its original unopened packaging with labels intact.

Paints shall be kept protected against fire, and damage. Ceilings, eaves, and any other part specified in the plans shall have two (2) coats of acrylic high quality weather resistant paint.

4.4 Windows: The Contractor shall provide and install cold rolled 18 gauge laminate windows, coated with a minimum of 3 mils of anticorrosive paint. This includes installation, finishing, accessories, security bars and lintel (alfajia), as is shown in the schemes attached. All the windows shall include ½ inch thick security bars that shall be square, galvanized, painted with anticorrosive and two coats of enamel paint. Between each coat, the surface shall be lightly sanded with a fine sandpaper No.6/0, 200 or finer.

4.5 Doors: The Contractor shall provide and install doorframes to include supply, transport, installation, all finishing accessories, and lintel. The Contractor shall install cold rolled laminate caliber 18 doorframes and doors in metallic painted with two coats of anticorrosive and enamel paints at a minimum of 3 mils thick. Between each coat, the surface shall be lightly sanded with a fine sandpaper No.6/0, 200 or finer. All doors shall be as is shown in the schemes attached. The same specifications apply to the toilet area internal doors.

4.6 Sink: Contractor shall provide and install two (2) continuous sinks for each bathroom. Each sink shall include two water outlets, as indicated in the schemes attached. This includes all the connections and fitting for the system. The sinks shall be for kids so the hanged height of the apparatus and their dimensions shall be in accordance with the end user specifications. Hanging height: 0.65m approximately.

4.7 Toilets: The Contractor shall supply and install five (5) toilets: Two (2) in the boy's bathroom and three (3) in the girls.

4.8 Commemorative Plate: The Contractor shall supply and install a plaque in "piedra muñeca" of 0.50 m by 0.40 m where the Colombian Army and the American People's support is emphasized. The text of the commemorative plate shall be submitted to PE for approval, before plate is produced.

4.9 Flag Area: The Contractor shall construct a flag plaza as shown in the following schemes. This includes supply and installation of three (3) flagpoles of 2" diameter by 4 m high painted with minimum 3 mils each of anticorrosive and enamel paint.

4.10 Bath Accessories: The Contractor shall provide and install metallic protection in all the corners of the bath walls. The Contractor shall also provide and install a bevel mirror 0.90 m high and 0.50 m wide. The Contractor shall provide and install five (5) toilets, two (2) double lavatories (one (1) for each bath), one (1) soap dispenser at each sink, faucets, one (1) paper holder for each toilet, one (1) double urinal, one (1) sink for rag pickers located in the men bath, and one (1) floor drain for each bath area.

4.11 Acrylic Boards: The Contractor shall provide and install one (1) 2.0 m x 1.20 m in each classroom, and include a set of three (3) erasable markers and one (1) eraser.

5.0 MATERIALS: The Contractor shall be responsible for the development of a material list for PE review. The Contractor shall provide a draft list for review no later than 3 business days after Government approval of the Contractor's drawings. Upon approval by Government the contractor shall provide materials as identified in the approved material list.

5.1 Cement: The cement used in the concrete mixtures shall be Type 1 Portland cement (normal) and meet all American Society for Testing Materials (ASTM) C150/C150M-09. If the project site has high sulfate content, Type V Portland cement shall be used. The Contractor shall provide additive specifications.

5.2 Aggregates: Aggregates shall be classified by size, and stored to avoid foreign matter. They shall follow ASTM C33/C33M-11. Sand shall contain deleterious substance in excess of the following percentages: Clay clods - 1%, Pit Coal and Lignite - 1%, Material passing #200 Screen - 3%. The size of the crushed stone shall not be larger than 1/5 of the greatest separation from the sides of the formwork; 1/3 of the slab, or ¾ of the free space between

individual rebar or rebar ties. It shall meet the ASTM C33 standards, with its maximum dimension in accordance with Section 33 of the ACI 318M – 08 Regulation.

5.3 Reinforced Steel: The Contractor shall provide rebar with patterns to assist adhesion. All steel shall be new billet steel conforming to ASTM A615/A615M-09b Grade 60. Rebar grade shall be 60 (420 for metric). Minimum yield strength shall be 420 MPa (60,000 psi). All dirt and non-adhered advanced state oxidation shall be removed. The rebar for the work of setting bolts and tie anchors shall be corrugated and comply with the specifications for steel bars and smooth ingots to reinforce concrete, including complementary requirements ASTM A615/A615M-09b or NSR-2010.

5.4 Metallic Structure Materials. The steel shall meet the ASTM A36/A36M – 08, ASTM C500/C500M-10a and ASTM C501-07 for welding structural steel, according to ASTM A755 / A755M - 03(2008). All steel shall be hot galvanized. The Contractor shall provide, for PE approval, patterns for placement, anchor, washers, nuts, bolt examples, and all steel elements to be embedded in the concrete, 8 days before installation. All metal scratches and welding burrs shall be removed, and surfaces dry before anticorrosive paint is applied.

5.5 Welding. Electrodes shall be class E60 x AWS for structural steel and class E70 x AWS for rebar with a stress flow of 2,800 Kg/square cm (40 ksi). All structural steel elements shall be joined with the electric arc process using E 60 xx electrodes that comply with the ASTM-233 specifications.

5.6 Laminated Structural Steel. All structural steel, shall be new and comply with “Design Specifications, Fabrication and Erection for Structural Steel Buildings” of the American Institute of Steel Construction (AISC) or NSR-2010 and shall be type ASTM A36/A36M-08 as certified by a laboratory, with stress in the flow limit of 2,531 Kg/square cm (36,000 lbs/square inches).

5.7 Masonry Unit Blocks: Blocks shall be No.5 type with uniform size, color, and texture. The compression resistance shall be $f_m = 95 \text{ Kg/cm}^2$ (1,350 ksi). The Unit Blocks shall be suitable for load bearing applications, and free of defects. Minor cracks from manufacturer or minor chipping from handling are not grounds for rejection. Five percent with chips less than 25.4 mm (1 in) in any dimension, or cracks not wider than 0.5 mm (0.02 in) but not longer than 25% of the nominal height of the unit are permitted. A sample of block shall be provided for PE approval a minimum of eight (8) working days prior to installation.

5.8 Electrical Materials: All materials shall be new and from accredited companies. All defective or damaged materials and equipment shall be replaced at no cost to the government. The manufacturer data for the panels and sub-panels, conductors, layout conduit and accessories, light switches, wall sockets, controls, inside and outside lights, transformers, and medium frequency structural elements shall be given to the PE for approval, before installation.

5.8.1 Distribution Panel. The distribution panel shall be supplied and installed according to a panel program. The panel shall be rebar and terminal for neutral, and a ground rebar. The circuit breakers shall be connected to the rebar, and the load balanced. The panel shall be embedded correctly and only accessible through the front. The circuit protection devices shall be thermo-magnetic for 60 cycles at capacities indicated in the plans, but never lower than 10,000 amps in a short circuit. All boards shall include signs to identify each circuit or feeder. Outlets for 220 volts shall also include separate identification. The end-user shall be given two (2) sets of instructions.

5.8.2 Bare Continuity Conductor: All EMT out ducts, conduits, or metal cable trays shall have a bare continuity lead (directly connected to the grounding barrage of the power circuit panel) in a gauge that complies with Colombian electrical standards.

5.8.3 Register Boxes and Outlets. The boxes shall be the appropriate size and type to hold the amount of conductors in accordance with Colombian regulations. Circular outlet boxes are not allowed. All boxes and accessories shall be galvanized steel, and be octagonal, square, or rectangular. All boxes exposed to the weather, shall be weather resistant.

5.8.4 Conductors. Conductors shall be copper with thermoplastic insulation, type Cable shall be Thermoplastic Heat and Water Resistant Nylon Coated (THWN) jacket unless otherwise specified. The insulation shall be for 600 volts service. All wires shall be AWG No. 12 gauge unless specifications indicate otherwise. Gauges lower than No. 12 are only authorized for signals or controls. Conductors of gauges 10 or less shall be flexible. All gauges shall meet the American Wire Gauge system. For identification, the same colors shall be used in the different phases and a uniform color throughout the building, according to the National Electric Code. Conductors in only one color shall be covered with colored tape. In the outlet or register boxes, the connections shall be No. 8 or smaller, and manufactured by a PE approved company. In all terminals at least 20 cm of the wire shall be left for light connections and other devices.

5.8.5 Light Switches and Outlets. The Contractor shall provide all light switches for the electrical outlets IAW the electrical drawings approved by PE. All shall be connected with on in the up position. Light switches shall be one (1) pole or two (2) poles and moved two ways, for 15 amps, 120 volts, AC, lever operation, National Electrical Manufacturers Association (NEMA) standard, Specification Grade, silent type. A sample of light switches and outlets shall be provided for PE approval a minimum of eight (8) working days prior to installation.

5.8.6 Lights. Fluorescent lights shall be equipped with a reactor ballast for a high power factor ($\cos \phi$: 0.9) approved for service at the indicated voltage. Cool white lamps shall be used. Ballasts with two (2) tubes are preferred whenever expedient and have protection. Incandescent lights shall be approved for 120-volt service and equipped with sockets. The candlelight shall have a nominal voltage of 120 volts, and frosted. All lamps used in construction shall be replaced with new lamps, before final contract acceptance. A sample of lights shall be provided for PE approval a minimum of eight (8) working days prior to installation.

5.9 Wastewater and Potable Water Equipment, Pipes, and Accessories. The systems shall be constructed with PVC Schedule 40, specifications ASTM D3034-08, ASTM D2729-11 and ASTM D2241-09. Accessories shall be according to ASTM D2655-10. All valves shall be free of defects and have manufacturer label. The toilet and the sink specification shall be "Avanti" type (or similar). The Contractor shall provide samples of all for PE approval a minimum of eight (8) working days prior to installation.

5.10 Tiles. Ceramic tiles for floor veneer for the classrooms shall be "Alfa" or similar 0.30 m x 0.30 m a well-known and "A" quality brand, with common shape and dimensions. The tiles shall be uniform with no defects. Colors, styles, types and sizes must be approved by the PE a minimum of eight (8) working days prior to installation.

5.11 Veneers. First class nonskid type shall be used. For restroom areas wall veneers shall be "Linea Nova" type 20 cm x 20 cm or similar first class, white tiles or similar shall be used. The whitewash shall be white marble dust, and Portland ASTM C150/C150M-09 type II cement. Colors, styles, types and sizes must be approved by the PE a minimum of eight (8) working days prior to installation.

5.12 Paint. The paint manufacturers shall be national industries of high quality. Paint shall be "Viniltex" (or similar) for interiors and "Koraza" (or similar) for exteriors. Materials and paint brands shall be submitted for PE approval, before paint is applied. All metal work shall be painted with industrial anticorrosive paint at 3mils thick, and 3mils thick enamel.

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	120 dys. ADC	1	SEE THE ATTACHED PWS/SPEC DESIGNATED COR OR POC FOR COMPLETE DELIVERY INFORMATION SEE SCHEDULE FOB: Destination	WF7LKT
0002	120 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 120 days. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

Section G - Contract Administration Data

Section H - Special Contract Requirements

DETAILED PRICING SHEET

PRICE LIST
CLASSROOMS FOR LA MACARENA
(META)

Item	Description	Unit	Quantity	Unit Price (COP)	Total Value (COP)	Total Value (US)
CONSTRUCTION OF TWO CLASSROOMS AND BATHROOM						
A	DRAWINGS			Vr. Chapter	\$ -	\$ -
A,1	Structural Drawings	EA	1.0	\$ -	\$ -	\$ -
A,2	Hydraulic, Sanitary and rainwater drawings	EA	1.0	\$ -	\$ -	\$ -
A,3	Electrical Drawings	EA	1.0	\$ -	\$ -	\$ -
A,4	Soil study	EA	1.0	\$ -	\$ -	\$ -
1	PRELIMINARIES			Vr. Chapter	\$ -	\$ -
1.1	Location and laying out	m2		\$ -	\$ -	\$ -
1.2	Provisional fencing and camp	EA		\$ -	\$ -	\$ -
1.3	Strip topsoil	m2		\$ -	\$ -	\$ -
1.4	Excavation	m3		\$ -	\$ -	\$ -
1.5	Back fill and compaction	m3		\$ -	\$ -	\$ -
2	CONCRETE STRUCTURE			Vr. Chapter	\$ -	\$ -
2.1	Footing	m3		\$ -	\$ -	\$ -
2.2	Foundation beams	m3		\$ -	\$ -	\$ -
2.3	Slab sub floor	m2		\$ -	\$ -	\$ -
2.4	Aerial concrete beams	m3		\$ -	\$ -	\$ -
2.5	Confinement structure	m3		\$ -	\$ -	\$ -
3	MASONRY			Vr. Chapter	\$ -	\$ -

3.1	Conventional Masonry	m2		\$	\$	\$
				-	-	-
4	METALLIC STRUCTURE AND ROOFING			Vr. Chapter	\$	\$
					-	-
4.1	Metallic structure for cover support	m2		\$	\$	\$
				-	-	-
4.2	Roof tiles	m2		\$	\$	\$
				-	-	-
5	ELECTRICAL SYSTEM			Vr. Chapter	\$	\$
					-	-
5.1	Electrical Connection	LOT		\$	\$	\$
				-	-	-
5.2	Internal Electrical Installations	LOT		\$	\$	\$
				-	-	-
5.3	Switchboard	LOT		\$	\$	\$
				-	-	-
5.4	Electrical Outlets	LOT		\$	\$	\$
				-	-	-
5.5	Electrical Apparatuses	LOT		\$	\$	\$
				-	-	-
5.6	Grounded system	LOT		\$	\$	\$
				-	-	-
6	HYDRAULIC, SANITARY AND RAINWATER NETWORK			Vr. Chapter	\$	\$
					-	-
6.1	Main Water Feed	LOT		\$	\$	\$
				-	-	-
6.2	Hydraulic Network	LOT		\$	\$	\$
				-	-	-
6.3	Sanitary Network	LOT		\$	\$	\$
				-	-	-
6.4	Rainwater Network	LOT		\$	\$	\$
				-	-	-
7	FLOORS			Vr. Chapter	\$	\$
					-	-
7.1	Floor veneer for classroom	m2		\$	\$	\$
				-	-	-
7.2	Floor veneer for baths	m2		\$	\$	\$
				-	-	-
8	FINISHING			Vr. Chapter	\$	\$
					-	-
8.1	Plaster	m2		\$	\$	\$
				-	-	-
8.2	Exterior and Interior Paint	m2		\$	\$	\$
				-	-	-
8.3	Windows	m2		\$	\$	\$
				-	-	-
8.4	Doors	EA		\$	\$	\$
				-	-	-
8.5	Bath doors	EA		\$	\$	\$
				-	-	-
8.6	Porcelain toilet Nova type, Acuacer color or similar (including fixtures and accessories).	EA		\$	\$	\$
				-	-	-

8.7	Accessories for baths (grid floor traps, handhole, soap holder, toilet paper holder, faucets, siphons)	EA		\$	\$	\$
				-	-	-
8.8	Mirror 3 mm. (0.5 x 1.0) Installed.	EA		\$	\$	\$
				-	-	-
10	COMPLEMENTARY WORKS			Vr. Chapter	\$	\$
					-	-
10.1	Commemorative plate	EA		\$	\$	\$
				-	-	-
10.2	Flags area	EA		\$	\$	\$
				-	-	-
10.3	Boards	EA		\$	\$	\$
				-	-	-
10.4	General cleaning	EA		\$	\$	\$
				-	-	-

	SUM OF ITEMS			\$	\$
				-	-
	Administration and Unforeseen (A,U)	18%		\$	\$
				-	-
	TOTAL ESTIMATED COST US GOVERNMENT			\$	\$
				-	-
	SUM OF ITEMS			\$	\$
				-	-
				\$	\$
				-	-
	Estimated Profit for Contractor	6%		\$	\$
				-	-
	TOTAL ESTIMATED COST FOR CONTRACTOR			\$	\$
				-	-
	Execution Time in Calendar Days	120 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.

3.0 POLICIES: Warranties and Insurance.

3.1 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.

3.2 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.

3.3 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.

4.0 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.

4.1 Punch List: Including the punch-list inspection corrections

4.2 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.

4.3 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).

4.4 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.

4.5 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.

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

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

5.1 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.

5.2 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.

5.3 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.

6.0 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.

6.1 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.

6.2 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.

6.3 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.

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

6.5 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.

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

6.7 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.

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

7.1 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..

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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

7.7 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.

7.8 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.

8.0 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
52.222-50	Combating Trafficking in Persons	FEB 2009
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
52.233-1 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
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-21	Warranty of Construction	MAR 1994
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
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
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
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
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

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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)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(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://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:

Drawing No.

Tab 1 Tab 2 Tab 3 Tab 4 Tab 5

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Marginalized populations of Sudan means--

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

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

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 La Macarena Classroom project site on 2 May 2011. All coordination for the site visit will be done by the USMILGP LOGMIS engineer Captain Daniel Diaz.

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

Name: Fayberth Vela

Telephone: 011-571.423-8408. EXT 111

(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://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 11 May 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 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.

4.0 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: 011-571-383-4231
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. The term "technical" as used herein, refers to non-price factors other than past performance.

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 standpoint. 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: Project Plan, Materials List, and General Work Schedule.

4.0.1 **Project 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. 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.

4.0.2 Materials List Subfactor: The Government will consider the extent to which the offeror's list of materials satisfies the requirement.

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

4.0.4 An Acceptable Proposal is one that clearly meets the minimum requirements of the solicitation. An Unacceptable Proposal is one that does not clearly meet the minimum requirements of the solicitation.

4.2 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.

4.2.1 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.

4.4.2 An offeror's past performance will be found acceptable if, based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below)

An offeror's past performance will be found Unacceptable if, based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable".

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.

5.0.1 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.

7.0 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.