

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W913FT-11-T-0041-U0001	<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	25-Apr-2011	1 OF 39

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WF7LKT10110604	6. PROJECT NO.
7. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CALLE 24BIS #48-50 USMILGP CONTRACTING BOGOTA	CODE W913FT	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE
TEL: FAX:		<b>See Item 7</b> TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME MICHAEL HAYDO	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 571-383-4231

**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 a dining facility at Mesetas, Meta, Colombia

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

Documents: Statement of Work pages 4 through 12.

A visit to the worksite w ill be conducted on 6 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 <u>10</u> calendar days and complete it w ithin <u>120</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____ .)	12B. CALENDAR DAYS
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	

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 25 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 A DINING FACILITY IN MESETAS, COLOMBIA IN ACCORDANCE WITH THE STATEMENT OF WORK. THE CONTRACTOR SHALL COMPLETE THE DETAILED PRICE SHEET AND ONLY ENTER THE TOTAL AMOUNT IN THIS BLOCK. DO NOT INCLUDE IVA IN THIS TOTAL. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10110604	1	Each		

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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: WF7LKT10110604	1	Each		

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NET AMT

## Section C - Descriptions and Specifications

SOW

**STATEMENT OF WORK**  
**DINING FACILITY CONSTRUCTION - MESETAS, META**

**1.0 SCOPE OF WORK:** The U.S. Military Group (USMILGP) shall build a new dining facility for “Los Fundadores” school in the municipality of Mesetas, Meta. The Contractor shall provide, and install all materials, labor, and equipment necessary to construct a kitchen of approximately 27.36 square meters (sm), a storage room approximately 9.98 sm, a bathroom of approximately 3.61 sm, and a dining room of approximately 105 sm, in accordance with (IAW) the attached drawings and the Statement of Work (SOW). The scope of work includes:

- Localization and lay out the project at the project site.
- Excavation of footers, compacted filling, proper concrete mix for the footings, footing beams, 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

**2.0 PRELIMINARIES**

**2.1 Drawings:** All structural, architectural, hydro-sanitary, and electrical drawings shall be provided to the Government Project Engineer (PE) for approval within 15 days of award. All drawings shall be developed by the Contractor’s engineer certified in that particular discipline, and comply with appropriate codes. The Contractor shall not initiate work until the following are complete:

- a. The Contracting Officer (CO) 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 or major’s office personnel for investigation and entry permits.

**2.2 Structural and Architectonic Drawings:** Comply with NSR - Norma Sismo Resistente -2010 code.

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

**2.4 Electrical Drawings:** Drawings and specification 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).

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

**2.6 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.

**2.7 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 Herrera authorities.

**2.8 Unforeseen Conditions:** The Contractor shall conduct aerial, surface, underground or embedded interference search to avoid damage to pipes, boxes, cables, utility poles, hoses, wells or other elements in the work area. If a potential interference is found, the contractor shall discuss alternatives with the PE.

### **3.0 DETAILED ACTIVITIES:**

**3.1 Excavation:** The Contractor shall remove the top soil shall be removed from the terrain, including the slope area, to eliminate the vegetable layer, compacting the exposed surface to at least 95% Proctor Standard (per NSR-2010 code), before starting backfill. Contractor shall provide Proctor Standard results to PE for approval before starting backfill. The contractor shall also correct the existing levels and ground slopes. The Contractor shall remove excess materials, and debris to a place authorized by municipal authorities.

**3.2 Concrete Structures:** The Contractor shall provide for the fabrication, transportation, pouring, and respective wire reinforcement elements required IAW Contractor's drawings. This includes all work required for the footings: poor concrete, cyclopean concrete, reinforcement concrete, soil replacement with soil – cement and geotextile. The Contractor shall ensure that additional structural elements not identified below also include structural reinforcement as per the Contractor's drawings.

- 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 Footing:** For initial installation of clean concrete, the Contractor shall ensure the poured concrete creates a clean area of thickness = 0.05m.. The Contractor shall install the reinforcement for footing and concrete IAW the Contractor's drawings. Footings shall be handled in the same manner and guidelines as placing concrete.

**3.2.2 Conventional Masonry:** The Contractor shall ensure that all walls be conventional masonry of No. 5 type bricks. 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 ICONTEC "Instituto Nacional de Normas Tecnicas Colombianas" norms shall govern. A sample of block shall be provided for PE approval a minimum of eight (8) working days prior to installation.

**3.3 ROOFING:** The Contractor shall install a thermo acoustic roof tile tied to the metallic structure. In addition, the Contractor shall install rainwater channel and downspout. The Contractor shall seal roof overhang using fascia or screens. The Contractor shall anchor the new roof frame structure to the bond beam rebar where required IAW the Contractor's drawings.

**3.3.1 Metallic Structure:** The Contractor shall ensure that all materials, equipment, tools, and labor are provided for the complete installation of the metallic roof structure. This shall include but not limited to the supply and installation of the required anchors to support covered areas.. All metal work shall be painted with industrial anticorrosive paint at 3mils thick, and 3mils thick enamels The Contractor shall provide, for PE approval, patterns for placement, anchor and bolt examples, and all steel elements to be embedded in the concrete, 8 days before installation. 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

**3.4 ELECTRICAL SYSTEM:** The Contractor shall ensure that the internal electrical construction shall be in accordance with the electric regulations in effect in Colombia, NEC – National Electric Code /ANSI - American National Standards Institute/EIA - Energy Information Administration/TIA - Telecommunications Industry Association/TEEE - Techniques Electronics Electrical Equipment /NFPA - National Fire Protection Association, and allow for a 30% capacity above the maximum normal usage of all electrical systems simultaneously. All drawings and systems shall conform to IEC - International Electrotechnical Commission 61024-1-2, NTC – Norma Tecnica Colombiana 4552, NTC 2050 and RETIE - Reglamento Técnico de Instalaciones Eléctricas. The system shall contain grounding systems suitable for the grounding resistance required at the project site.

**NOTE:** Wiring shall fulfill the following requirements:

All energy cables shall be American Wire Gauge (AWG) and have isolation TWH – Thermoplastic Heat and Water Resistant Insulated Wire 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 for the conductors.

**3.4.1 Electrical House Connection:** The Contractor shall ensure that underground electrical house connections are of 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 NTC-2050.

**3.4.2 Internal Electrical Installations:** The Contractor shall ensure that all electrical networks be in accordance with NTC-2050. Cable shall be Thermoplastic Heat and Water Resistant Nylon Coated (THWN). The Contractor shall provide calculation records showing actual load and estimated reserve charge with cable caliber for PE approval before contract acceptance. 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.

**3.4.3 Grounded system:** The Contractor shall ensure that grounding is executed in accordance with approved drawings (Item 2.4).

**3.4.4 Electrical Apparatuses:** The Contractor shall ensure all areas 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. A sample of electrical apparatus shall be provided for PE approval a minimum of eight (8) working days prior to installation.

**3.4.5 Electrical Outlets:** The Contractor shall deliver and install the electrical installations include a minimum of four (4) double electrical outlets for kitchen, two (2) double electrical outlets for the warehouse, one (1) double electrical outlets for the bathroom with Ground Fault Circuit Interruptors (GFCI), and three (3) double electrical outlets for dining room. Non-regulated power circuit shall be installed with ground connection, observing the following conditions:

- Each circuit shall be conformed to support a maximum of five (5) double power outlets
- Each double power outlet shall be fully identified
- The inlet and outlet of circuits shall have on the end pressure connector or non-welded terminal
- In each inlet only one cable shall be installed
- Double power outlets shall be isolated polo hospital type in white color

**3.5 HYDRAULIC – SANITARY NETWORK:** The Contractor shall provide the complete installation of a potable water distribution network and wastewater drainage systems, IAW National Plumbing Code (NPC), the American Water Works Association (AWWA), and NTC 1500.

**3.5.1 Main Water Feed:** The Contractor shall construct the main water feed to the existing aqueduct (20 mts approx). 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 the house connections in PVC IAW diameters provided in the Contractor’s drawings, and the 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. Pipe to be used shall be PVC RDE 21 or better. A register (water valve) shall be installed.

**3.5.2 Hydraulic Network:** The contractor shall construct the internal hydraulic network and connect to the main water feed IAW the Contractor Drawings.

**3.5.3 Rainwater Network:** The Contractor shall ensure that the network shall be an easy to maintain system. Concrete gutters shall be on the contiguous slope and drain to the site as indicated in the Contractor’s drawings.

**3.5.4 Sanitary/Sewage Network:** The Contractor shall install a sanitary network, including sewage collector, internal networks (baths), and ventilation; IAW the Contractor’s drawings. The Contractor shall build a discharge section, constructing boxes for suitable operation and respective discharge points.

### **3.6 FINISHING**

**3.6.1 Wall veneer:** The Contractor shall install wall veneer in the bathroom and kitchen. Wall veneers shall be in “Ebro 972” type 20 cm x 20 cm or similar up to a height of 1.40 m in the kitchen and 1.70 m for the baths. The Contractor shall ensure to provide metallic end caps and install in a professional manner.. Colors, styles, types and sizes shall be approved by the PE a minimum of eight (8) working days prior to installation.

**3.6.2 Floor veneer:** The Contractor shall install floor veneer made for high traffic floors for all Dining Facility areas (including the bathroom and kitchen areas). All the areas shall have broom guard using the same material. Colors, styles, types and sizes must be approved by the PE a minimum of eight (8) working days prior to installation.

**3.6.3 Plaster:** The Contractor shall apply plaster in the beams, columns, edges and other elements that have a finish in plaster. Plaster shall have a 1:3 mix ratio and a minimum thickness of 1.5 cm. This item includes edges and dilatations

**3.6.4 Waterproofed plaster:** The Contractor shall apply in all interior areas that are wet zones. Plaster shall have a 1:3 mix ratio and a minimum thickness of 1.5 cm. Plaster shall be left exposed (over the veneer).

**3.6.5 Exterior and Interior Painting:** The Contractor shall paint walls, columns, beams and concrete structures with three layers of “Viniltex” (or similar) paint for interiors and “Koraza” (or similar) for exteriors. The Contractor shall provide samples of wall colors for PE approval, before paint may be applied.

**3.6.6 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.

**3.6.7 Doors:** The Contractor shall provide and install doorframes to include supply, transport, installation, all finishing accessories, and lintel, as is shown in the schemes attached. The Contractor shall install cold rolled laminate caliber 18 doorframes and doors in metallic painted with anticorrosive and enamel paints at a minimum of 3 mils thick. All doors shall be as is shown in the schemes attached. The same specifications apply to the toilet area internal doors.

**3.6.8 Concrete tables “meson”:** The Contractor shall provide and install reinforcement concrete table “meson”, bear with walls, in the kitchen area, as shown in attached schemes. It item includes the panels and doors in wood and the finishing with veneer. This item also includes the wall to bear the tables in concrete. *See all specification of the materials.*

**3.6.9 Concrete polished granite tables & Chairs:** The Contractor shall provide and install the reinforced concrete polished granite tables Six (6) “meson” & chairs, bear with walls, in the dining area, as shown in attached schemes. This item also includes the wall to bear the tables in concrete polished granite. *See section 4.1 to 4.1.9*

**3.6.10 Bathrooms:** 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 shower curtains. The bathroom shall have one (1) toilet, one (1) lavatory, one (1) shower, faucets for sink and showers, one (1) hook for towels, one (1) paper holder for each toilet, one (1) soap dispenser at each sink, and one (1) floor drain for each bath area (as indicated on attached schemes). Bath apparatuses shall be Lavatory Nova Type 07388/102 or similar, and toilets of type “Acuacer” or similar. Colors, styles, types and sizes must be approved by the PE a minimum of eight (8) working days prior to installation.

**3.6.11 Kitchen Sinks:** The Contractor shall provide all materials for the installation of a metallic sink for the kitchen with a 5.08cm siphon and a second sink built out of brick and veneer as identified in the request for proposal drawing drawings. Each sink shall include two water outlets, as indicated in the RFP drawings. The dimensions of the two sinks will be determined onsite by the final user specifications.

**3.6.12 Sidewalks:** The Contractor shall construct a perimeter sidewalk providing a pedestrian area with confinement curbs. (147 ML aprox) The concrete for the sidewalk shall be 2500 psi.. Thickness shall correspond to the Contractor’s drawings. The Contractor shall ensure that materials for expansion be used to absorb setting retraction movements. The width of the sidewalk shall be of 1.00 m.

**3.6.13 Commemorative Plate:** The Contractor shall supply and install a plaque in “piedra muñeca” of 0.50 m by 0.40 m with the text below. The text of the commemorative plate shall be submitted to PE for approval, before the plate is produced.

**4.0 SPECIFICATION OF THE 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 of the material list by Government, the contractor shall provide sample materials as identified in the approved material list.

**4.1 Cement:** The Contractor shall ensure that 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.

**4.1.2 Aggregates:** The Contractor shall ensure that aggregates 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 3/4 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.

**4.1.3 Concrete Characteristics:** The Contractor shall ensure that all recommendations of the American Concrete Institute (ACI) Committee Report 301M-99 (Specifications for Structural Concrete for Buildings) or equivalent Colombian specification (NSR-10) 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.

**4.1.4 Transporting the Concrete:** The Contractor shall ensure that the concrete is transported in the mixer to the final site of pouring using methods that avoid segregation or material losses. The transportation equipment shall to be capable to bring the concrete to the pouring site without segregation and interruption that allow loss of plasticity between successive pours.

**4.1.5 Concrete Pour:** The Contractor shall ensure that prior to concrete pour all forms and molds 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.

**4.1.6 Concrete Compressive Strength:** The Contractor shall ensure that the specified compression resistance 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/centimeter<sup>2</sup> (3000 lb/square inch). The resistance to fluid concrete for the filling of the reinforced masonry blocks shall guarantee a minimum of 140 Kg/centimeter<sup>2</sup> (2000 lb/square inch).

**4.1.7 Repairing Concrete Defects:** The Contractor shall ensure that all defects 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.

**4.1.8 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).

**4.1.9 Concrete Forms:** The Contractor shall ensure that the forms and supports 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 that 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.

**4.2 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.

**4.2.1 Rebar and Ties:** The Contractor shall ensure that the rebar 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  $1 \frac{1}{3}$  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 ( $\frac{2}{3}$ ) 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.

**4.2.2 Embedding:** The Contractor shall ensure that 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).

### **4.3 Metallic Structure Materials.**

**4.4 Welding.** The Contractor shall ensure that electrodes 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.

**4.5 Laminated Structural Steel.** The Contractor shall ensure that all structural steel, 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). 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.

**4.6 Masonry Unit Blocks:** The Contractor shall ensure that masonry blocks 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.

**4.7 Electrical Materials:** The Contractor shall ensure that all materials be new and from accredited companies. All work shall be performed according to the best trade practices, using specialized personnel. 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.

**4.7.1 Distribution Panel.** The Contractor shall ensure that the distribution panel 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.

**4.7.2 Bare Continuity Conductor:** The Contractor shall ensure that all EMT out ducts, conduits, or metal cable trays 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.

**4.7.3 Layout Conduit.** The Contractor shall ensure that all electric conductors 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.

**4.7.4 Register Boxes and Outlets.** The Contractor shall ensure that the boxes be the appropriate size and type to hold the amount of conductors in accordance with Colombian regulations. Unnecessary perforations of the boxes and accessories shall be filled. 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. 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.

**4.7.5 Conductors.** The Contractor shall ensure that the conductors be made of copper with thermoplastic insulation, type Thermoplastic, High Heat Nylon (THHN) 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. No wire joints are authorized. The lines shall be continuous from box to box. 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 connections and other devices.

**4.7.6 Lights.** The Contractor shall ensure that lights and accessories 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. 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. The lighting shall be wraparound, fluorescent T8 2x32W, and against dust, moisture and humidity. 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.

**4.7.7 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 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. 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.

**4.8 Wastewater and Potable Water Equipment, Pipes, and Accessories.** The Contractor shall ensure that 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.

**4.9 Floor Tiles.** The Contractor shall ensure that ceramic tiles of 0.30m x 0.30m for floors be "A" quality brand, with common shape and dimensions. PE approval is required eight (8) labor days previous to installations for tiles, and color selections. The tiles shall be uniform with no defects. For bathroom floors, the tiles shall be first class nonskid type.

**4.10 Wall Tiles.** First class nonskid type shall be used. For restroom areas 0.20m x 0.20m 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.

**4.11 Paint.** The Contractor shall ensure that the paint manufacturers be national industries of high quality. Paint brands shall be submitted for PE approval, before paint is applied. All paint shall be delivered in its original unopened packaging with labels intact. Paints shall be kept protected against damage. Ceilings, eaves, and any other part specified in the plans shall have two (2) coats of acrylic high quality weather resistant paint.

**4.12 Varnishes.** The Contractor shall ensure that the cabinets, furniture, and any other element specified (for indoor use) shall be given two (2) coats of varnish. Between each coat, the surface shall be lightly sanded with a fine sandpaper No.6/0, 200 or finer.

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

PAYMENT INSTRUCTIONS

Payment information will be included in contract award.

## Section H - Special Contract Requirements

**DETAILED PRICING SHEET**

Price List						
DINING FACILITY, MESETAS (META)						
Item	Description	Unit	Quantity	Unitary Value (COP)	Total Value (COP)	Total Value (USD)
<b>1</b>	<b>DRAWINGS</b>					
1.1	Structural Drawings	GL	1.0			
1.2	Hydraulic, sanitary and rainwater drawings	GL	1.0			
1.3	Electrical Drawings	GL	1.0			
1.4	Soil study	GL	1.0			
<b>2</b>	<b>PRELIMINARIES</b>					
2.1	Location and laying out	m2				
2.2	Provisional fencing	GL				
2.3	Removal of Top Soil	m2				
2.4	Excavation	m3				
2.5	Backfill and Compacting type B-200 or similar	m3				
<b>3</b>	<b>STRUCTURE CONFINEMENT (COLUMNS, BEAMS OF COVER)</b>					
3.1	Footing	m3				
3.2	Conventional Masonry	m2				
3.3	Structure Confinement (Columns, Beams of Cover)	m3				
3.4	Slab sub floor	m2				
3.5	Wet zone floor	m2				
<b>4</b>	<b>ROOFING</b>					
4.1	Metallic structure	m2				
4.2	Roof materials	m2				
<b>5</b>	<b>ELECTRICAL SYSTEM</b>					
5.1	Electrical Dining Facility Connection	GL				
5.2	Internal Electrical Installations	GL				
5.3	Grounded system	GL				
5.4	Electrical Apparatuses	Pts				
5.5	Electrical Outlets	Pts				
<b>6</b>	<b>HYDRAULIC - SANITARY NETWORK</b>					
6.1	Main Water Feed	GL				
6.2	Hydraulic Network	GL				
6.3	Sanitary Network	GL				

6.4	Rainwater Network	GL				
<b>7</b>	<b>FINISHINGS</b>					
7.1	Wall veneer	m2				
7.2	Floor veneer	m2				
7.3	Plaster	m2				
7.4	Waterproofed Plaster	m2				
7.5	Exterior and Interior Paint	m2				
7.6	Windows	m2				
7.7	Doors	Unit				
7.8	Concrete table "meson"	ml				
7.9	Concrete polished granite tables & Chairs	ml				
7.10	Baths	Unit				
7.11	Sink	Unit				
7.12	Sidewalks	m				
7.13	Commemorative plate	Unit				
	<b>SUM OF ITEMS</b>					
	Administration and Unforeseen (A,U)	22.00%				
	<b>TOTAL ESTIMATED COST US GOVERNMENT</b>					
	<b>SUM OF ITEMS</b>					
	Estimated Profit for Contractor	8.00%				
	<b>TOTAL ESTIMATED COST FOR CONTRACTOR</b>					
	<b>Execution Time in Calendar Days</b>	120 Days				
	Payment form					
	Guarantee					
	Exchange Rate	USD\$1 = COL\$1700				

#### 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 USMILGP Logmis 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
52.225-13	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
52.246-21	Warranty of Construction	MAR 1994
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
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

## CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

Coercion means--

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

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

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

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

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

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

Severe forms of trafficking in persons means--

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

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

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

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

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

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

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

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

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

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

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

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

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

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

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

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

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

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

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

(2) Required subcontractor termination;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.247-27 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)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1

year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
- (2) Any claim which the Government has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(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)

#### 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the US Embassy Bogota, Regional Security Office.

(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.

TABS 3 - 6

(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 REFERENCE

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

## CLAUSES INCORPORATED BY FULL TEXT

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

## Addendum to 52.233-2

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
 Office of Command Counsel  
 9301 Chapek Rd, Room 2-1SE3401  
 Ft. Belvoir, VA 22060-5527.  
 Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command  
 Office of Command counsel  
 Room 2-1SE3401  
 1412 Jackson Loop

Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:  
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.  
(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

Site visit will be conducted at the 6 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 engineer:  
Name: Fayberth Vela  
Telephone: 011-571-311-516-5697

(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 25 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 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](mailto: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 four (4) sub-factors, and past performance), and Price. The term "technical" as used herein, refers to non-price factors.

**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. 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. 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.

**4.0 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 five (5) sub-factors: Project Plan, Materials List, General Work Schedule, and Past Performance.

**4.0.1 Project Plan Sub-factor:** 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 Sub-factor:** The Government will consider the extent to which the offeror's list of materials satisfies the requirement.

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

**4.0.4 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

**4.1 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.

4.1.1 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.

4.1.2 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 pas 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.