SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W913FT-13-R-0031	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED *(RFP)*	3. DATE ISSUED 17-Jul-2013	PAGE OF PAGES 1 OF 54

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0010314408	6. PROJECT NO.

7. ISSUED BY CODE W913FT	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 AP0 AA 34038-5130 TEL: 011-571-275-2552 FAX: 011-571-275-2084	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME MICHAEL HAYDO	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)* 011-571-275-4231

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 laws. 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, warranties, and insurances are the responsibility of the contractor.

Scope: Construct a shelter in Planadas, Colombia
FAR 36.204 Disclosure of magnitude for this construction project is between USD $100,000 and USD $250,000.

No scheduled visit is planned for this requirement.

Solicitation Index:
Section 00010 – SF1442
Section 00100 – Proposal Schedule/Instructions to Offerors/Statement of Work
Section 00600 – Representations and Certifications
Section 00700 – Contract Clauses
Section 00800 – Special contract Requirements

Attachments:
Price Breakdown Worksheet

11. The Contractor shall begin performance within 10 calendar days and complete it within 200 calendar days after receiving [X] award, [ ] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See* 52.211-10 *.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* [ ] YES [X] NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ *(hour)* local time _____ *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [ ] is, [X] is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will 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 consummates 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)* TEL: EMAIL:
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY
		31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

CONSTRUCT A SHELTER
FFP
This CLIN consists of all resources necessary for the contractor to construct a shelter in Planadas, Colombia in accordance with the statement of work, drawings, and specifications.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010314408

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		.01	Lump Sum		

Defense Base Act Insurance
FFP
If applicable. The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the Government under this CLIN will be based on the amount of the agent/broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the insurance carrier based on actual payroll amounts, the Contracting Officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010314408

NET AMT

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	200 dys. ADC	1	USMILGP COLOMBIA - LOGISTICS CHIEF LOGISTICS MISSION AEROPUERTO EL DORADO, HANGAR 18 PUERTA 6, BOGOTA 423-8418 FOB: Destination	WF7LKT
0002	200 dys. ADC	0.01	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

STATEMENT OF WORK

STATEMENT OF WORK (SOW)
CONSTRUCT A SHELTER IN PLANADAS, TOLIMA

PART 1

1. GENERAL: Under this contract, the Contractor shall design and construct a shelter, located in the municipality of Planadas, Tolima, Colombia in accordance with (IAW) the Statement of Work (SOW). The Government shall not exercise any supervision or control over the contract providers performing the tasks herein. Any services provided under this contract are considered non-personal in nature.

1.1 Scope of Work: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to execute the terms of this statement of work. The dimensions of the land area on which the project will be developed are approximately 38.07m x 25.56m. The shelter will consist of a concrete pad with a cover. Construction shall include sidewalks as shown in the attached conceptual plan. The work executed by the contractor shall include but is not limited to:

- Project site localization and layout.
- Provisional fencing and camp.
- Stripping topsoil, all excavation, backfill and compaction.
- Foundation beams, compacted fill, proper concrete mix for the footings, footing beams, columns, and slab sub floor sidewalks.
- Metallic structure (include columns) and roof materials.
- Storm water system.
- Lightning protection system.
- Sports courts and paint for slab of sport center.
- Commemorative plate, informative banner and clean-up.

Note: The Contractor shall verify all dimensions and/or quantities on site before commencing.

The Contractor and their subcontractors shall comply with Colombian Safety regulations and laws. Where project activities are not governed by Colombian regulation, the contractor shall comply with safety and health requirements as established by EM 385-1-1, by U.S. Army Corps of Engineers.

1.2 Background: The project is part of US Southern Command's Humanitarian Assistance Program and complements the Colombian Army's (COLAR) Civil Affairs requirements.

1.3 Objectives: The objective of this project is to provide a shelter to the municipality of Planadas, which requires a place to congregate for activities such as sporting events, concerts and other cultural events.

1.4 Scope: The Contractor shall provide all design drawings/specifications and labor required to construct a shelter, located in the municipality of Planadas, Tolima.

1.5 Required Delivery: The work shall begin within ten (10) days after the Contractor receives the contract award, and the project shall be completed in 200 days or less from receipt of contract award. This delivery time includes clean-up of the site area.

1.6 General Information:

1.6.1 Quality Control (QC): The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this SOW and applicable regulations. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The Contractor shall deliver a Quality Control Plan (QCP) to the Contracting Officer's Representative (COR) and Contracting Officer (KO) for approval within 30 days after contract award. The Contractor shall have five (5) working days to submit any changes for COR and KO acceptance.

1.6.2 Quality Assurance (QA): The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: The Contractor is not required to perform work on Colombian holidays.

New Year's Day	Feast of Saints Peter and Paul
Epiphany	Independence Day
St. Joseph's Day	Battle of Boyacá
Holy Thursday	Assumption Day
Good Friday	Discover of America
Labor Day	All Saints Day
Ascension Day	Cartagena's Independence Day
Corpus Christi	Immaculate Conception
Fest of the Sacred Heart	Christmas Day

1.6.4 Hours of Operation: The Contractor shall execute work within the following work schedule: Monday through Friday, 7:00 a.m. through 5:00 p.m. and Saturdays 8:00 a.m. through 3:00 p.m., except Colombian holidays or when the local Government facilities are closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed in the municipality of Planadas, Department of Tolima.

1.6.6 Type of Contract: The Government plans to award a Firm Fixed Price contract for this requirement.

1.6.7 Special Qualifications: Not Applicable

1.6.8 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The KO, COR and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.9 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and

approves progress payments on a monthly basis and notifies both the KO and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.10 Key Personnel: The following personnel are considered key personnel by the government and their resume's shall be submitted for COR approval with 10 days of contract award: The quality control representative, the project engineer/architect, field engineer/architect, project superintendant/foreman and any other engineers leading design (plans or calculations) efforts related to the project. The Contractor shall provide a project engineer/architect who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the project engineer/architect when they are absent shall be appointed in writing to the KO within ten (10) days of contract award. The project engineer/architect shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The project engineer/architect or alternate shall be available between 8:00 a.m. to 4:30 p.m., Monday through Friday, 7:00 a.m. through 5:00 p.m. and Saturdays 8:00 a.m. through 3:00 p.m., except Colombian holidays or when the government facility is closed for administrative reasons.

Minimum qualifications for all key personnel are listed below: The project engineer/architect shall have a bachelor's degree in engineering/architecture and maintain a valid Colombian government professional registration, and at least ten (10) years of experience. Field and design engineers/architects shall have a bachelor's degree in engineering/architecture and maintain a valid Colombian professional registration, and at least five (5) years of experience with projects of a similar type and magnitude. The project superintendent/foreman shall have at least three (3) years or three (3) projects of experience with projects of a similar type and magnitude. The Contractor's quality control representative shall have at least five (5) years as a quality control inspector.

1.6.11 Identification of Contractor Employees: The Contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.6.12 Contractor Travel. Not applicable.

1.6.13 Other Direct Costs. Not applicable.

1.6.14 Data Rights: The U.S. Government has unlimited rights to all documents/materials produced under this contract. Any documents, designs, drawings, test outcomes, survey maps, belong to the U.S. Government and shall be turned over to the COR upon completion of the project. All documents and materials produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.15 Organizational Conflict of Interest: Not applicable

1.6.16 Laws and Regulations.

1.6.16.1 Compliance Required. The Contractor shall, as a minimum, and without additional expense to the U.S. Government, be responsible for complying with all Colombian laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. In the event that a Colombian law or regulation does not exist for a particular event, then the U.S. version of at least equal coverage will be specified by the U.S. Government in the particular section of

this SOW. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the KO of the conflict and of the Contractor's proposed course of resolution.

1.6.16.2 Labor, Health and Safety Laws. The Contractor shall comply with all local labor laws of Colombia, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract. The Contractor is responsible for training all personnel on fire and safety hazards. Contractor personnel in the performance of their duties shall immediately report fire hazards, safety hazards and unsafe conditions to their supervisor. The practices outlined in the Colombian regulation "Normatividad Salud Ocupacional y Seguridad Industrial" are the minimum acceptable standards. In the event that a Colombian law or regulation does not exist for a particular event, then the U.S. version that covers that particular event will be specified in the particular section of this SOW.

1.6.17 Licenses and Permits.

1.6.17.1 Contractor Licenses and Permits. The Contractor shall, at no additional cost to the U.S. Government, obtain all licenses and permits required for performance of work. Contractor shall comply with all applicable Colombian laws, rules, and regulations. The Contractor shall submit proper documentation and evidence satisfactory to the KO or the COR demonstrating compliance with this requirement when directed by the KO or COR.

1.6.17.2 Subcontractor Licenses and Permits. The Contractor shall inform the COR and KO in writing that all subcontractors and others performing work at the worksite have obtained all requisite licenses and permits. The Contractor shall submit proper documentation and evidence satisfactory to the KO demonstrating compliance with this requirement when directed by the KO.

1.6.18 Environmental Protection.

1.6.18.1 In order to present and provide for abatement and control of any environmental pollution arising from the activities in the performance of this contract, the Contractor shall comply with all applicable pollution control and abatement policies, and all applicable provisions of the Colombian Codes and Military Base regulations/laws.

1.6.18.2 Environmental protection action required by this section shall consist of furnishing all labor, materials, and equipment and performing all work required for the abatement and prevention of pollution during and as the result of construction operations under this contract. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; detrimentally impact on biological species and/or their habitat; or degrade the aesthetic and recreational value of the area.

1.6.18.3 The Contractor shall not pollute storm or sewer lines; or swales with fuels, oils, bitumen, calcium chloride, acid, construction wastes; or other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Colombian laws concerning pollution of river and streams. All work under this contract shall be performed in such a manner that objectionable conditions shall not be created in streams through or adjacent to the project areas.

1.6.18.4 Waste material is defined as any material for which no use or reuse is intended and which is to be discarded. Disposal of hazardous waste, containers or components thereof, shall be in a hazardous waste disposal site only and no other location shall be utilized for such disposal. Only hazardous waste sites which are permitted by the US Environmental Protection Agency (EPA), and/or the Government of Colombia shall be utilized for such disposal actions. Contractor shall coordinate with Colombian environmental agencies for disposal/storage activities. The Contractor shall maintain all required documentation related to hazardous material use and waste disposal in accordance with the U.S. EPA and/or the Government of Colombia regulations and requirements

1.6.19 Personnel Safety. The Contractor shall ensure the safety of their personnel in accordance with Colombian law section Normatividad Salud Ocupacional y Seguridad Industrial. The Contractor shall immediately correct all

safety deficiencies upon notification of such deficiencies by the KO/COR and shall notify the KO/COR of the corrective action taken. The Contractor shall be responsible for the safety of their workers and all visitors at each work site; and ensure that all personnel are wearing appropriate safety gear at all times (i.e. safety glasses, helmet, harness, gloves, and safety shoes).

1.6.19.1 Accident Protection (AP) and Emergency Medical Treatment (EMT). The Contractor shall have competent personnel licensed by the Colombian government to be trained and capable of dealing with minor personnel injuries. The personnel shall be qualified to provide first aid in case of emergency. The number of AP and EMT shall be sufficient to care for the number of employees at the site in the case of an emergency.

1.6.19.2 All work crews, Contractor management personnel, and the COR shall be provided with information pertaining to the Contractor's arrangements for emergency medical treatment five (5) days prior to the start of work. This information shall include the following:

Local Hospital:	Name	Phone No.
Local Ambulance:	Name	Phone No.
Local Doctor:	Name	Phone No

1.6.20 Marking of Work Zones. The Contractor shall mark all work zones using two lines of plastic yellow security ribbon. Yellow security ribbons shall be 8 cm wide and supported on very stable wood stakes. Likewise, the project excavation or high accident risk zones shall be signaled with warning signs or fences as protective measurements by the Contractor.

1.6.21 Construction Operations and Storage Areas.

1.6.21.1 Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on to areas authorized or approved by the COR from information received by local authorities. U.S. Government agencies shall have access to the premises for official fire, safety, and security inspections and/or to conduct site visits as authorized by the COR.

1.6.21.2 Access to Contractor Storage Yard. The Contractor shall only store materials and equipment for the Shelter project in Planadas. The specific worksite location will be coordinated with Planadas Department of Public Works or equivalent office during the pre-performance conference or at a later date.

1.6.22 Contractor Vehicles.

1.6.22.1 Vehicular Access. The Contractor shall, and in accordance with any regulations specified by the municipal authorities, use only established site entrances and roadways at both worksite locations.

1.6.23 Unforeseen Conditions: The Contractor shall conduct aerial, surface, underground or embedded interference survey 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 promptly give written notice to the KO/COR in accordance with FAR Clause 52.236-2, and prepare information for possible alternatives.

PART 2

2. DEFINITIONS AND ACRONYMS:

2.1 Definitions.

2.1.1 Calendar Days. Any reference in the Statement of Work to “days” refers to calendar days, rather than business days, unless otherwise specified.

2.1.2 Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.3 Contracting Officer. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.4 Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.5 Defective Work. A task output that does not meet the standard of performance associated with the SOW.

2.1.6 Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.7 Key Personnel. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the SOW. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.8 Physical Security. Actions that prevent the loss or damage of Government property.

2.1.9 Quality Assurance. The Government procedures to verify that tasks being performed by the Contractor are performed according to acceptable standards.

2.1.10 Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.11 Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.12 Subcontractor. One that enters into a contract with a prime Contractor. The Government does not have privity of the prime’s contract with the Sub-Contractor.

2.1.13 Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.14 Work Week. Monday through Friday, unless specified otherwise.

2.1.15 Project Engineer/Architect: The person who is the technical representative for the Contractor in all phases of the project, from design to final execution. This person will be responsible for design and materials submittals and will attend meetings as required for the project. The experience required is defined in Section 1.6.10.

2.1.16 Field Engineer/Architect. It is the onsite technical representative overseeing the engineering aspects of the project. This person will ensure proper work execution with regards to project designs, technical standards and project schedule. This person can also establish quality control construction processes. The experience required is defined in Section 1.6.10.

2.1.17 Project Superintendent/Foreman (Maestro de Obra). Person trained in all aspects of construction management with specific knowledge of construction processes. The experience required is defined in Section 1.6.10.

2.2. Acronyms:

ACI	American Concrete Institute
AFARS	Army Federal Acquisition Regulation Supplement
AISC	American Institute of Steel Construction
AR	Army Regulation
ASTM	American Society for Testing Materials
AWS	American Welding Society
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
CPM	Critical Path Method
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
IAW	In Accordance With
HID	High-intensity discharge
KO	Contracting Officer
NSR	Norma Sismo Resistente
NTC	Normas Técnicas Colombianas
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
PERT	Program Evaluation & Review Technique
POC	Point of Contact
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RETIE	Reglamento Técnico de Instalaciones Eléctricas
SOW	Statement of Work
TE	Technical Exhibit
UL	Underwriters Laboratories

PART 3

3. GOVERNMENT FURNISHED ITEMS AND SERVICES.

3.1 Services. Not applicable.

3.2 Facilities. Not applicable.

3.3 Utilities. Not applicable.

3.4 Equipment. Not applicable.

3.5 Materials. Not applicable.

PART 4

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES.

4.1 General. The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract as outlined within this SOW. All work shall be performed in accordance with manufacturer specifications and instructions for the products and/or materials to be used, and performed by certified personnel such as professional electrical engineers, electricians, architects and civil engineers. The Contractor shall verify existing conditions prior to actual installation of the equipment. The Contractor shall comply with special considerations, safety program, required insurance and Military Base regulations.

4.2 Secret Facility Clearance. Not applicable.

4.3 Materials. The Contractor shall provide cement, aggregates, concrete, reinforced steel, metallic structure, welding materials, varnish and all related materials for the construction.

4.4 Equipment. The Contractor shall provide all required construction equipment to construct the shelter, including excavator, concrete mixer, lifting equipment, trucks to transport debris, etc to construct and install what is included in this contract.

4.5 Responsibilities of Contractor.

4.5.1 Damage to Persons or Property. The Contractor shall be responsible for all damages to persons or properties at the worksite that occur as a result of the Contractor's own fault or negligence. The Contract shall take proper safety and health precautions to protect the work sites, the workers, the public, and the property of others.

4.5.2 Responsibility for Work Performed. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire project, except for any completed unit of work which may have been accepted in writing under the contract.

4.6 Contractor Records/Progress Reports. The Contractor shall certify all completed work on bi-weekly basis and provide bi-weekly progress report to the COR and KO. Bi-weekly report is due **every other Tuesday**, no later than **1300 hrs** (1:00 p.m. CST).

4.7 Contractor Work Schedules. Offerors shall include in their technical proposal a complete project management schedule utilizing the Critical Path Method (CPM), Program Evaluation & Review Technique (PERT) or Gantt Chart showing major construction phases (e.g. clearing site, site prep, foundation, concrete structure, metallic structure, roof tiles, masonry, tests, cleaning, final inspection, and punch list corrections). These items will become part of the contract at award. Sufficient float time shall be incorporated in the schedule to account for down days due to inclement weather. Contractor shall include quality assurance inspections performed by QA rep at each worksite.

4.8 Progress Meetings. The Contractor or the Project Engineer/Architect may be required to meet at least weekly with the KO and/or the COR during the first month of construction and then as required throughout the period of performance. The Contractor shall be responsible for keeping minutes of these meetings. The written minutes of these meetings shall be signed by the Contractor, Project Engineer/Architect and any other individuals in attendance, and be submitted to the COR for approval.

4.9 Repair. The Contractor shall repair any damage to the existing grounds, facilities or property incurred during the course of construction at Planadas to its original pre-existing conditions.

4.10 Safety. The Contractor shall be responsible for the safety of workers and visitors to the work sites. The Contractor shall ensure that all personnel wear appropriate safety gear at all times in compliance with all Colombian

Occupational Safety & Health regulations and ensue all local safety regulations are followed at all times. The Contractor shall provide sanitation for workers in accordance with the latest edition of Corps of Engineers Safety and Health Manual EM 385-1-1 and Colombian safety and health laws. Contractor shall comply with safety and health requirements as established by EM 385-1-1. Information about how to obtain electronic and/or hard copies of this manual is located at the following website: http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx

4.10.1 Prohibition on Asbestos and Lead Based Paints. The Contractor shall not use materials containing Asbestos or Lead Based Paints in this construction project. Upon completion of each construction project, the Contractor shall submit two copies of a Certified Letter to the COR stating that no lead based paints or materials containing asbestos were used in this project at Planadas. One copy of the letter shall be filed with project documents in the Resident Engineer's Office and second copy filed in the COR's project folder.

4.11 Utilities Connections and Excavations

4.11.1 The U.S. Government will not provide any utility connections. It is the Contractor's responsibility to provide any generators required to operate any of its own equipment at its own expense. The Contractor shall be also responsible for providing potable water daily at the construction worksite for all employees at Contractor's own expense. If a water tank truck is planned for this purpose, the Contractor shall be responsible for providing registration information that must be included with Contractor's equipment listing if applicable.

4.11.2 The Contractor shall be responsible for coordinating excavation with local utility companies and shall take every precaution to avoid damage to underground utilities. The Contractor shall be responsible for any damages they incur to the underground utilities and shall repair any construction damages at the Planadas worksite at own expense. The Contractor shall be responsible for coordinating the connection of potable water, sewage (if available), and electrical power with local utility companies.

4.12 Interruption of Utility Services. Any planned interruptions of utility services (electrical power, water, natural gas, etc.) shall be detailed and coordinated by the Contractor. If the outage affects only the facilities in this contract, the request shall be submitted at least three (3) working days before the planned outage. The Contractor shall not interrupt service(s) until approval has been granted by the Planadas Department of Public Works or equivalent entity. Requests shall include facility/facilities affected, date of scheduled outage, and duration. Requests for interruption of service(s) will not be approved unless all equipment and materials required for the applicable/ particular phase of work are on the job site (s). Interruptions will be granted Monday through Friday for the following times: 7:15 A.M. until 11:00 A.M. and 12:30 P.M. until 4:00 P.M. If weekend (Saturday and Sunday) outages are required or are preferred, such outages shall be coordinated as specified above.

4.13 Contractor Personnel The Contractor shall provide sufficient number of personnel, properly trained and qualified (i.e. civil engineer, architect, geotechnical engineer, electrical engineer, certified electricians and foremen), to perform the requirements of this contract at the Planadas worksite location. All non-laborer Contractor employees on this project shall maintain a proficiency license from the Colombian or an equivalent license from a foreign entity if the Contractor is based in a country other than Colombia.

4.13.1 Project Engineer/Architect Superintendent/Foreman

4.13.1.1 The Contractor shall provide a Project Engineer/Architect who shall be a licensed engineer or architect and responsible for the performance of all work. The name of this person and an alternate(s), who shall act in behalf of the Contractor when the Project Engineer/Architect is absent, shall be designated in writing to the KO at least ten (10) days prior to contract performance. The Contractor shall not replace, substitute, or remove key personnel without prior written consent from the KO. In the event that the Contractor removes key employees, replacement personnel must be equally or better qualified.

4.13.1.2 The Field Engineer/Architect and Superintendent/Foreman shall be designated in writing to the KO at least ten (10) days prior to contract performance. These key personnel shall be physically present at the worksite between the hours of 7:30 am to 4:30 p.m., excluding Colombian holidays, and any other time work is being performed at

the site, as coordinated between the Contractor and COR. The Contractor shall provide to the KO and COR the phone numbers of the Project Engineer/Architect and alternate(s), Field Engineer/Architect and Superintendant/Foreman to be available during duty and non-duty hours (to include evenings, holidays, and weekends).

4.13.1.3 The Project Engineer/Architect shall be responsible for overall management and coordination of this contract; directing the onsite work; acquiring materials; able to resolve construction issues; and provide information about work progress to the COR. The Project Engineer/Architect shall be highly knowledgeable of the project progress and have a good working knowledge of Spanish be able to communicate effectively. By Good Working Knowledge the employee should be able to read/speak English and understand agency regulations, operating instructions, memoranda, and related material concerning the field of work, to prepare correspondence and standardized reports, and to communicate effectively with Spanish speaking staff members and the general public, including both Spanish speaking and non-Spanish speaking persons. The Project Engineer/Architect or their designated alternate shall be available to meet with U.S. Government personnel, or the KO, within thirty (30) minutes of a call, unless otherwise coordinated with such designated personnel. After duty hours, the Project Engineer/Architect or designated alternate shall be available on-site within two (2) hours of a call in case of emergency. The name of this person and an alternate(s) who shall act in behalf of the Contractor when the Project Engineer/Architect is absent shall be designated in writing to the KO within ten (10) days after contract award. The Contractor shall not replace, substitute, or remove key personnel (as defined in section1.6.10 of this SOW) without prior written consent from the KO.

4.13.1.2 The Field Engineer/Architect and Superintendent/Foreman shall be designated in writing to the KO within ten (10) days after contract award. These key personnel shall be physically present at the worksite between the hours of 7:30 am to 4:30 p.m., Monday through Friday, and 7:30 am to 12:00 p.m. on Saturdays, excluding Colombian holidays, and any other time work is being performed at the site, as coordinated between the Contractor and COR. The Contractor shall provide to the KO and COR the phone numbers of the Project Engineer/Architect and alternate(s), Field Engineer/Architect and Superintendant/Foreman to be available during duty and non-duty hours (to include evenings, holidays, and weekends).

4.13.2 Personnel Listing.

4.13.2.1 After award of the contract, the Contractor shall have five days to submit to the KO a list of workers and Project Managers assigned to work at Planadas (Biographic Data on Personnel). Required information for each individual on the personnel list for Planadas shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

4.13.2.2 Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application(s).

4.13.3 Contractor Employee Uniforms. The Contractor shall provide to each employee a shirt (all shirts must be the same style and color) with the Contractor's name/logo. The shirt shall be worn at all times while working at the project site.

PART 5

5. SPECIFICATIONS

General: The Contractor shall furnish all labor, transportation, equipment, materials, and any other items and services necessary to execute the terms of this statement of work. The approximate dimensions of the project land area are 38.07m x 25.56m for the shelter. Construction shall include sidewalks as shown in the attached conceptual plan. The construction shall have floor slab for sports center and shelter as shown in the attached conceptual plan.

The Contractor shall be responsible for the development of a material list for COR review. The Contractor shall provide a draft list with corresponding technical information for review no later than 5 business days after Government approval of the Contractor's designs. Upon approval of the material list by Government, the contractor shall provide sample materials as identified in the approved material list. The Contractor shall submit all material under this section for COR approval and ensure that materials for project shall be environmentally friendly in accordance with paragraph 1.6.18.

5.1 Design Plans: The Contractor shall provide all structural, electrical and architectural plans to the COR for approval within 45 days of award. All plans shall be developed by an engineer certified in that particular discipline, and comply with appropriate codes. The Contractor shall meet with the government bi-weekly and produce design progress reports/meeting minutes and submit to the COR for approval. Once approved all designs shall become part of the contract specifications.

5.1.1 Structural and Architecture Design: The Contractor developed plans shall comply with "Norma Sismo Resistente" (NSR) – 2010 code.

5.1.2 Hydraulic, Sanitary and Storm water Design: Contractor developed plans shall comply with Colombian codes "Norma Tecnica Colombiana" (NTC) – 1500 and "Reglamento Técnico del Sector de Agua Potable y Saneamiento Básico" (RAS)-2000.

5.1.3 Electrical Designs: The Contractor shall include a Lightning Protection System Study IAW NTC 4552 and shall install the system in accordance with this standard. The Contractor shall submit the designs for COR approval prior to installation.

5.1.4 Soil Study: The Contractor shall provide a soil study for COR approval within ten (10) days of contract award, and before any structural design may begin. The soil study shall be IAW NSR-10.

5.1.5 Surveying: The Contractor shall perform all surveying required for the project and use the data collected in every aspect of the project (i.e. storm water system and drainage) and submit within 30 days of contract award.

5.1.6 Surveying and Layout: The Contractor shall develop a field book and kept it on a T-shaped rod sighting points and grade (niveletas) levels, while allowing for ground settlement. The Contractor shall be 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.

5.1.7 Natural Ventilation and Natural Lighting: Not Applicable

NOTE: All contractor designs shall comply with all requirements and regulations of local authority's having jurisdiction over the project site.

5.2 Excavation: The Contractor shall remove all vegetation and top soil from the site, compacting the exposed surface to at least 95% Proctor Standard (per NSR-2010 code), before beginning backfill. The Contractor shall also provide Proctor Standard results to COR for approval a minimum of three (3) before starting backfill. This includes backfilling and leveling the ground (0,50 mts over level 0,0 or existing level) according to the recommendations given in the soil study, and their reasonable proximity to the alignment and gradient shown in the plans or set by the COR. The Contractor shall remove excess materials, and debris to an area authorized by local authorities.

5.3 Concrete Structures: This section refers to the fabrication, transportation, pouring, and respective reinforcement elements required in accordance with structural plans. The Contractor shall include with their proposal a per line item breakdown on the attached Price Breakdown Schedule.

- Concrete footing and foundation beams
- Concrete slab sub floor with sealed construction joints.
- Perimeter channel in concrete for water collecting.
- Columns
- Sidewalks shall be constructed and shall be at least 1.00 m wide.
- Concrete mix design shall comply with 3000 psi at 28 days strength.

5.3.1 Concrete Forms: The COR will approve the formworks and molds, steel reinforcement, rebar arrangement, overlaps, and all related details, seven (7) days prior to the actual pour date. The Contractor shall make sure that the forms and supports have the necessary resistance and rigidity to support concrete, without localized settling over 1 mm. The Contractor shall also insure that the supports are arranged to never stress the completed parts of the project at a level higher than one third (1/3) of the design stress. The Contractor shall insure that the joints in the forms shall not have slits bigger that 3 mm to avoid grout losses, but still have enough room to avoid boards (when using wood) from shrinking and deforming due to inclement weather.

5.3.2 Concrete Pour: The Contractor shall ensure that all forms and molds are cleaned, and dampened with a non petroleum based stripper. Concrete 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. 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 approved designs. The pour shall be protected from weather and ensure the exposed concrete surface is kept constantly damp for the first seven (7) days.

5.3.3 Repairing Concrete Defects: The Contractor shall repair all defects by cutting out the defective surface, cleaned with compressed air, and filled with epoxy based concrete or mortar, per manufacturer's instructions. The Contractor shall submit epoxy specifications for COR approval, before repairs can begin. The Contractor shall not make repairs using common concrete or mortar.

5.3.4 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 mix design for COR approval 7 days before concrete pour. The samples shall be tested in accordance with the C39/C39M-10 Norm of the ASTM. The Contractor shall submit Laboratory Certificates including calibration of equipment to be used for all tests 15 days before required use of laboratory. All certificates/calibrations shall not be older than six months from the time the certificate is required.

5.3.5 Rebar and Ties: The Contractor shall bend the rebar with no variations greater than one centimeter. The rebar shall be tied to the formwork with wire, concrete, or stone plugs; and among themselves with iron annealed No. 16 wire. Separation between parallel rebar shall have a minimum separation equal to the diameter 1 1/3 of the greater diameters of the coarse aggregate used. The rebar position shall be adjusted according to the indications in the COR approved drawings and instructions. The arrangement shall be reviewed by the COR before the pour, and any modifications noted. The Contractor shall not bend rebar in the field. Rebar in a packet shall be tightly tied together forming a single unit. Packets with more than four (4) rebar are not permitted. It may be required that the framework functions below two-thirds (2/3) of its admissible tension either by overlap or welding. 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.

5.3.6 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).

5.4 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 COR approval, paint colors, 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 COR, before installation may begin. If doubts arise about a weld sample, the COR shall order trepanning tests at no cost to the government. If deficiencies are found, then all welds shall be checked, and re-welded. The joint plates for the columns shall be joined by welding each side of the plate, with a minimum length of ½ the length of the plate.

5.5 Roof: The Contractor shall install thermo acoustic roof tiles, galvanized steel and aluminum foil tied to the metallic structure. In addition, the Contractor shall install rain gutters and downspouts. 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. This item includes the pergola roof in the shelter structure. Contractor shall submit proposed material prior to purchase.

5.7 Commemorative Plate: The Contractor shall supply and install a plaque in "piedra muñeca" or a marble stone of equal color and quality of 0.50 m by 0.40 m by 2cm. The text of the commemorative plate will be provided to the Contractor after final designs are approved. The final design of the plate shall be submitted to COR for approval, before the plate is produced.

NOTE: Piedra muñeca is a Colombian tan/brown marble stone used in building construction.

5.8 Flag Area: The Contractor shall design and construct a flag plaza at the shelter. The Contractor shall submit the design and paint colors to the COR for approval, before the flag plaza is produced. The flag area shall consist of three (3) flagpoles of 2 in diameter by 4 m high painted with minimum 3 mils each of anticorrosive and enamel paint.

5.9 Informative Banner: The Contractor shall provide and install an informative banner at the project site. The banner shall be installed within five (5) work days after the award and removed when the project is finished. The banner fabric shall be 13 oz, printed with #4x0 ink, 1.200 DPIs, and finished with metallic reinforced eyelets. The banner dimensions are 3.00 m wide and 2.00 m long. The banner shall be installed in a metallic support structure of 3.00 m wide and 5.00 m long. The banner shall include the shield of Colombia and the logotypes of the "Unidad Administrativa para la Consolidación Territorial" and "Prosperidad para Todos". It shall also include the following text "'Esta obra se construye para el disfrute y beneficio de la comunidad de Planadas gracias a la gestión de su alcaldía municipal y la gobernación, en el marco de la Consolidación Territorial". The banner shall fulfill the "Manual de Identidad Corporativa" of the "Unidad Administrativa para la Consolidación Territorial".

5.10 Provisional Fencing and Camp: The Contractor shall install provisional fencing and a camp at the start of the project development stage. Upon project completion, fence materials shall be taken down and removed from the site area, and debris shall be taken to an area indicated by the COR with information received from local authorities.

5. 11 Electrical Network

5.11.1 Grounded system and lightning protection system: The Contractor shall ensure that grounding and lightning protection system is installed IAW approved designs (paragraph 4.1.3).

5.11.2 Testing and launching: The electrical system shall be verified in the following aspects upon notification by contractor that system is complete:

- Continuity
- Grounding Resistance (IAW RETIE Table 24)

The Contractor shall provide the electrical tests to the COR within seven (7) days of the test performed on site or results received from the testing facility.

5.12 Storm Water Network: The Contractor shall ensure that all materials, equipment, and labor are provided for the complete installation IAW National Plumbing Code (NPC), the American Water Works Association (AWWA), and NTC 1500. The Contractor shall ensure that the network shall be an easy to maintain system. Concrete ditches shall be on the contiguous slope and drain to the site as indicated in the Contractor's drawings.

5.13 Finishings: All finishing work to include paint for slab subfloor and sports courts.

5.13.1 Floor paint: The Contractor shall supply and apply Epoxy Floor paint. This item includes all labor and materials to prime the floor. Colors, styles, types and sizes shall be approved by the COR a minimum of eight (8) working days prior to installation.

5.13.2 Sports courts: The contractor shall provide and install 2 FIBA regulation size basketball courts which may be adapted to play volleyball and indoor micro football. The Contractor shall provide and install a basketball nets and backboards that shall be made of clear acrylic to meet FIBA standards. The backboard, volleyball and micro-football goals, all nets and supports shall be manufactured for their intended purpose and shall not be made on site. The board mounting shall be designs to support its intended use. Designer shall specify mounting criteria. If not painted, the metallic parts of the goals shall be protected with anti-corrosive base color and finished in enamel paint with smooth finish. Colors, styles, types and sizes shall be approved by the COR a minimum of eight (8) working days prior to installation. Contractor shall provide an on-site sample of this work for COR approval prior to full execution.

5.14 Equipment Calibration

5.14.1 The Contractor shall ensure all equipment used to measure any quantity needs to have a calibration date within 6 months of the date used.

5.14.2 The Contractor shall submit the calibration certificate and the certificate of the calibration agency to the COR for approval.

NOTE: Contractor shall submit drawings, materials, procedures, tests, laboratory equipments for test, laboratories to be used, material samples, etc. to the COR for approval, at least 15 days before their desired use.

5.15 Material Specifications

5.15.1 Cement: The Contractor shall ensure that the cement used in the cement mixtures shall be Type 1 Portland cement (normal) and meet all 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 where required, before cement work is initiated.

5.15.2 Concrete: The Contractor shall ensure that all recommendations of the ACI Committee Report 301M-99 (Specifications for Structural Concrete for Buildings) or equivalent Colombian specification (NSR-10) shall be followed. All other concrete operations shall follow the Building Code Requirements for Reinforced Concrete ACI 318M-08. All the standards of the ASTM are mandatory. The specified compression resistance shall be measured at the rupture in cylinders measuring 15cm x 30 cm (6 in x 12 in), after 28 days, according to the ASTM C39/C39M-10 standards. The 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/cm2 (3000 lb/in2). The resistance to fluid concrete for filling the reinforced masonry blocks shall guarantee a minimum resistance of 140 Kg/cm2 (2000 lb/in2).

5.15.3 Aggregates: The Contractor shall ensure that aggregates are classified by size, and stored to avoid foreign matter. They shall follow ASTM C33/C33M-11. Sand shall not contain deleterious substance in excess of the following percentages: Clay clods - 1%, Pit Coal and Lignite - 1%, Material passing #200 Screen - 3%. The size of the crushed stone shall not be larger than 1/5 of the greatest separation from the sides of the formwork; 1/3 of the slab, or ¾ of the free space between individual rebar or rebar ties. It shall meet the ASTM C33 standards, with its maximum dimension in accordance with Section 33 of the ACI 318M – 08 Regulation. The Contractor shall submit sample of the aggregates and the concrete mixtures, before concrete is poured.

5.15.4 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 setting bolts and tie anchors shall be corrugated and comply with the specifications for steel bars and smooth ingots to reinforce concrete, including complementary requirements ASTM A615/A615M-09b or NSR-2010.

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

5.15.6 Welding: The Contractor shall ensure that all electrodes be class E60 x AWS for structural steel and class E70 x AWS for rebar with a stress flow of 2,800 Kg/cm2 (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. For rebar welding if required, welded ties shall conform to AWS D 1.4/D 1.4M standards, and develop at least 125% of the flow resistance specified.

5.15.7 Laminated Structural Steel: The Contractor shall ensure all structural steel, is new and complies with "Design Specifications, Fabrication and Erection for Structural Steel Buildings" of the 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/in2). Structural cross-sections shall be bent cold, and parts cut when indicated. Cuts shall be with fine nozzle oxyacetylene, preferably with a saw for cross-sections.

5.15.8 Electrical Materials: The Contractor shall ensure that all materials be new and from accredited manufacturers. 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. All materials used must be certified according to the separated RETIE 2.3.

5.15.9 Grounding System: The Contractor shall provide and install grounding (2.4 m and 5/8") bars copper-copper type, coupled with exothermic welding.. Minimum resistance acceptable shall be IAW RETIE (chapter 15, table 24). When the resistance is not acceptable, the Contractor shall use gel to get required resistance.

5.15.10 Paint: The Contractor shall ensure the paint used for the shelter structure and the sports courts are manufactured by national industries of high quality, anticorrosive paint. Enamel paint shall be low VOC (Volatile Organic Compound) to no VOC type paint considered to be environmentally friendly. Materials and paint brands shall be submitted for COR approval, before paint is applied. All paint shall be delivered in its original unopened packaging with labels intact. Paints shall be kept protected against heat, fire and other environmental damage. Ceilings, eaves, and any other part specified in the plans shall have two (2) coats of acrylic high quality weather resistant paint. The Contractor shall provide samples of colors, for COR approval, before paint may be applied. Floor paint shall be made from 100% acrylic resins and inorganic pigments of excellent quality, resistant to traffic and weather, matte finish, anti-glare, non-slip rugged, waterproof and uniform.

5.16 Final Report: The contractor shall submit a final report to include all maintenance manuals for all equipment installed, as-built drawings and all other documentation required to turn over the construction project to COR for approval. Final payment will be withheld until final report is received and approved.

PART 6

6. APPLICABLE CODES & STANDARDS. The design and construction shall be in accordance with established construction practices, and the latest revision/edition of the following referenced codes and standards, where applicable. UFC 1-300-09N, Design Procedures, provides design guidance and contains references to other UFC's and codes that are to be used for this contract. UFC 1-200-1, General Building Requirements, is the building code guide and contains references to other UFC's and codes that are to be used in this contract.

- American National Standards Institute Standards (ANSI)
- American Society of Testing and Materials (ASTM)
- National Electrical Manufacturers Association (NEMA)
- International Building Code (IBC)
- Electronic Industries Alliance (EIA)
- Federal, State, County, and local environmental regulations.
- National Fire Protection Association (NFPA)
- IEEEC2, National Electrical Safety Code
- National Electric Code 2011 (NEC)
- Norma Sismo Resistente 2010 (NSR 10)
- Normas Técnicas Colombianas (NTC)
- National Fire Protection Association (NFPA)
- International Electrotechnical Commission (IEC)
- Reglamento Técnico de Instalaciones Eléctricas (RETIE)
- Reglamento Tecnico de Iluminación y Alumbrado Público (RETILAP)
- Underwriters Laboratories (UL)

Where discrepancies in the referenced standards and the contract requirements occur, the more stringent requirements shall govern. If this occurs, the contractor shall immediately notify the COR.

PART 7

7. ATTACHMENT/TECHNICAL EXHIBIT LISTING

7.1 Technical Exhibit 1 – The Deliverables schedule.

7.2 Technical Exhibit 2 – Price Breakdown Worksheet and Information sketch.

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
1. Contractor shall provide a copy of the QC plan. See paragraph 1.6.1 for additional information.	Deliverable 30 days after Contract Award and as changes are made	One copy after award and addendums including accepted changes	Electronic copy, MS Word, Excel, or pdf.	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
2. a) Soil study Section 5.1.4	Within 10 days of contract award	1 original and 1 copy	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
b) Surveying Section 5.1.5	Within 30 days of contract award	1 original and 1 copy	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
c) Design Plans (architectural, structural, and electrical) Section 5.1	Within 45 days of Contract Award	1 original and 1 copy	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
3. Submittal with the resume for all designers used for all drawings and calculations, before they start to work on those. Section 1.6.10	Within 10 days of contract award	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
4. Submittal for all materials or mix of materials to be used for the project Sections: 5.3.3, 5.3.4, 5.4, 5.5, 5.8, 5.13.1, 5.13.2, 5.15.5, 5.15.8, 5.15.10	As indicated in SOW	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
5. Submittal for all procedures to be used to construct the project. Section 5.3.1, 5.4, 5.7	As indicated in SOW	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
6. Submittal for all the concrete test Sections 5.3.4.	Within 7 days after test is performed on site or is receive by the laboratory	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
7. Submittal for the Proctor Standard excavation test. Section 5.2	A minimum of 3 days before starting backfill.	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
8. Submittals for all electrical tests.	Within 7 days after test is performed on	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
Sections 5.11.2	site or is receive by the laboratory			located at the El Dorado Airport, Hangar 18
9. Submittal for the laboratory and equipments used for all tests Section 5.3.4	15 days before required use of laboratory	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
10. Submittal for all material samples to be used on the project Section 5 including subsections.	As indicated in SOW (after material submittal is approved)	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
11. Submittal with memo about not using asbestos for any material of the project Section 4.10.1	Upon completion of each construction project	2 original copies	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
12. Submittal for the Project Engineer/Architect, Field Engineer/Architect and Superintendant/Foreman Section 1.6.10	10 days of contract award	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
13. Submit payment request IAW project inspection (to be agreed between contractor and COR prior to the submission) Section 1.6.9	Every month	1 original and 1 copy	Paper (hard copy)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
14. Reports during designs or construction (including meeting minutes) Section 5.1, 4.6	Every two weeks	1 original	Digital (by email) and signed by Project Engineer/Architect and Field Engineer/Architect	Electronically to the COR and KO.
15. Final Report Section 5.16	Prior to project turn over and final payment	1 original	2 Digital in English and 1 Digital in Spanish	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18

INSTRUCTIONS TO OFFERORS

1. GENERAL. This procurement will be awarded as a Lowest Priced, Technically Acceptable (LPTA) contract, considering past performance. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all responses if such actions are in the public interest and/or waive informalities and minor irregularities in the submitted offers. The Government reserves the right to cancel this Request for Proposal (RFP) and make no award. By submitting a proposal in response to this RFP, the Contractor understands that the Government will not be liable for any costs incurred by the Contractor in preparing that response.

2. PROPOSAL DELIVERY: All responses shall be in English (or include an English translation), legible and prepared in the following general format to be properly evaluated. Responses must be complete, self-sufficient, and respond directly to the requirements of this RFP.

a. Electronic Submission. The Offeror shall provide a copy on their proposal as an electronic file. The proposal shall be written using Microsoft Office, Adobe PDF, and AutoCad software. The proposal shall be e-mailed to the Contracting Specialist Michael Haydo at Michael.haydo@tcsc.southcom.mil **before 10:00 AM local Colombia Time 20 August 2013. If the file is too large to send by email, contact the Contracting Specialist to deliver for physical acceptance prior to the contract close date / time.**

b. Solicitation Questions. Questions regarding this solicitation shall be submitted in writing to the Contracting Specialist by email at Michael.haydo@tcsc.southcom.mil. The Government will answer all questions provided if those questions are received **by 9:00 AM local Colombia time on 13 August 2013.** The Government reserves the right not to respond to any questions concerning this solicitation that are received after the question receipt date and time above. Accordingly, Offeror's are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle.

c. Amendments prior to date set for receipt of proposals. The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both prior to and/or after the date set for receipt of proposals as necessary. Such amendments, if any, will be announced by an amendment or amendments to this RFP.

d. Exceptions. If the Offeror takes exception to any of the requirements specified in this solicitation, the Offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Sections 00010 through 00800) and supporting rationale shall be included as an addendum to the proposal and clearly labeled "Exceptions". An addendum is only required if the Offeror takes exception to any requirement in the solicitation. The Addendum does not have a page limitation, but shall only include information relevant to exceptions taken to the solicitation requirements. The Government will assume an Offeror takes no exceptions to any solicitation requirement if the Offeror does not submit an Addendum identifying such exceptions. Offeror's are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an Offeror's proposal unacceptable and ineligible for award.

3. QUALIFICATION OF OFFEROR: Offeror's must be financially, socially, and ethically responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements to be eligible for award:

a. Have an established business with a permanent address and telephone listing.
b. Have the necessary personnel, equipment and financial resources available to perform the work.
c. Have no adverse criminal record.
d. Have no political or business affiliation which could be considered contrary to the interests of the United States.

4. SUMMARY OF INSTRUCTIONS.

Section	**Title**
00010	Executed Standard Form 1442
00010	Priced Line Items 0001 through 0002 (if applicable)
00100	Attachment – Breakdown of Price Proposal
00100	Technical/Past Performance/Price Proposal
00600	Completed Representations/Certifications

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the offer.

5. PROPOSAL CONTENTS: Each Offeror's proposal shall be submitted as set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Proposals, which do not include the requested minimum information, may be eliminated from further consideration at the government's discretion. Proposal sections shall be labeled as such (i.e., Section I - Price, Section II-Technical, and Section III Past Performance). **Sections II & III may be sent together as one (1) document with two parts, but Section I price information (including the price list attachment) shall be completely separate from those sections.**

Section I - Pricing Information and Required Documents: Limit to three (3) or less double sided pages.

Offeror's shall provide all pricing information necessary to provide a meaningful basis for Government's analysis and evaluation of price for the project set forth in Section 00100 of this solicitation. The Government is not, and does not intend to, request certified cost or pricing data. Offeror's may be required during the evaluation process to provide sufficient price information that will enable the Government to perform a meaningful evaluation.

A complete response shall consist of the price response, and include a cover sheet. The Offeror shall provide their response with a cover sheet that contains the company's name, address and telephone number, name and title of the person authorized to sign and negotiate the contract at the appropriate dollar threshold, and the offer validation period of 90 days.

To be considered responsible, an Offeror must be in compliance with FAR 9.104(1)a. To demonstrate this aspect of Responsibility, Offeror's shall provide a bank reference from its bank with information of the Offeror's financial standing (i.e., satisfactory accounts, outstanding loans, and line of credit.).

Offer and Section 00010 – Complete in its entirety the "Offeror" portion of the Standard Form (SF) 1442 contract line items pages 0001 through 0002 as applicable. An official having the authority to contractually bind the offering company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature.

Section 00010 – The Offeror shall submit with their proposal a completed pricing breakdown schedule (template included as attachment 1); otherwise, the Offeror's proposal shall be considered nonresponsive. The

Offeror shall insert their price totals from their pricing breakdown schedule in the corresponding SF 1442 contract line item.

Section 00600 - Representations and Certifications - Insert the required Representations and Certifications and return only those shown in section 00600.

Standard Form 1442 - (Complete blocks 14 through 20C).

Blocks 14 through 15 – Complete all offeror contact information.

Block 17 – Add offer acceptance date and total price information. Total price from all line items taken from the "pricing breakdown schedule" attachment, and include the schedule itself with the proposal. The tax listed on the price list shall not be calculated as part of the total price. The USMILGP is a tax exempt organization.

Block 18 – No bonds required.

Block 19 - Amendments – Acknowledge receipt of amendments by signing any amendments issued during this solicitation, and entering the amendment numbers and dates in the spaces provided.

Block 20A through 20C – Add name and title of authorized person, signature, and date.

Section II - Technical Response: No page limits on the project schedule or the equipment/manufacturing specification sheets and warranty information.

1) Project Schedule. Offerors shall include in their technical proposal a complete project management schedule utilizing the Critical Path Method (CPM), Program Evaluation & Review Technique (PERT) or Gantt chart showing the following major construction phases: 1) localization and layout, 2) site prep and provisional fence/camp, 3) foundation, 4) structure, 5) storm water system, 6) lightning protection, 7) sports court and paint, 8) commemorative plate, and 7) clean up). The project schedule shall include float time within the 200 day maximum to account for down days due to inclement weather or other potential non-work situations. The proposed schedule shall include quality assurance inspections at the critical milestones of the project including site preparation, construction/installation work, and any separately identified unique repair efforts. The project schedule shall have expected completion dates, execution time of each phase, and a mid-point completion of project.

2) Proposed Equipment/Materials Specifications: The Offeror shall provide equipment and material specifications in the form of manufacturing specification sheets for the following items, and include the specific manufacturers' warranty information:

a) Cement, concrete, aggregates, reinforced steel, and warranties
b) Metalic structure materials warranty
c) Electrical materials and warranties
d) Paint materials and warranties

3) Technical Experience: The Contractor shall provide a list of three (3) relevant contracts (may be the same projects used for Section III) that clearly demonstrate prior experience in construction projects, which were;

a. Physically completed within the past three (3) years.
b. Similar in magnitude to the disclosure of magnitude amount (US$ amount).
c. Similar in construction features.

Section III - Past Performance Information: Limit to three (3) or less double sided pages to include pictures.

Provide any information currently available (letters, customer surveys) which demonstrate customer satisfaction with overall job performance and quality of completed services for three (3) relevant contracts of same or similar type completed within the past three years. Past Performance information must be submitted in English.

Explain corrective actions taken in past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, customer complaints, or personnel problems/issues.

Provide the following information for each contact or project and describe: Customer's name, addresses, and telephone numbers of customer's lead contract and technical personnel;

a. Contract value, number and type;
b. Date of the contract award place(s) of performance, and completion dates;
c. Brief description of the work, including responsibilities;
d. Comparability to the work under this solicitation;
e. Brief discussion of any major technical problems and their resolution;
f. Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (price, technical merit, etc.); and
g. Any terminations (partial or complete) and the reason (convenience or default).

If more than three (3) projects are submitted, only the three (3) most recent will be evaluated. The projects may be contracts for the U.S. Government or other clients.

EVALUATION FACTORS

1. 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 this solicitation to the Offeror whose response conforms to the Statement of Work (SOW) and specifications as technically acceptable, and provides the lowest total price for the actual contract line items awarded.

2. EVALUATION APPROACH. The evaluation processes consists of three factors: I) Technical evaluation, II) Past Performance, and III) Price.

a. All factors will be evaluated based on how the proposal addresses the solicitation requirements. Based upon an offeror's proposal the Government will assign an Acceptable or Unacceptable Rating and a Past Performance Risk Rating of Acceptable or Unacceptable (defined under Proposal Rating Scheme in paragraph 4 and 5 below) to each Factor and criteria element. The Technical Evaluation focuses on how the proposed approach meets the minimum solicitation requirements.

b. All proposals will be subject to evaluation by a team of technical evaluators. Each evaluator will independently evaluate each proposal. Thereafter, the results of the independent evaluations are merged into a final evaluation report. The evaluation report represents a consensus of opinion of the members and be signed by each member.

c. Technically acceptability will include a review of Factor I – Technical (Specifications and the Project Schedule) and Factor II – Past Performance.

3. FACTORS. Each offeror's response will be evaluated Acceptable/Unacceptable. Any factor or sub-factor rated as "unacceptable" will result in an overall factor rating of "unacceptable". Factor III - Price will not be scored

or rated. Evaluation of price will be performed using one or more of the price analysis techniques in FAR 15.404-1(b).

a. FACTOR I - Technical criteria elements consist of the following:

1) Project Schedule: The offerors' schedule will be evaluated for 1) Meeting the minimum 200 day schedule. 2) Identifying a critical path that shows the essential elements that must be accomplished prior to the start of follow on work. 3) Clearly identifies Government inspection and permit approval time, 4) Colombian holidays, and 5) Includes slack time planned for weather or local security related delays.

2) Proposed Equipment/Materials Specifications: The offeror's proposed material and equipment will be evaluated to ensure that the proposed choices have the potential to meet the specifications of the SOW and the solicitation. The material specifications shall include the manufacturers' warranty information. All equipment and materials shall still require a submittal for the Contracting Officer and the Contracting Officer's Representative's approvals as outlined in the project specifications.

3) Technical Experience: The offerors' technical experience will be evaluated for 1) physical completion within the past three years, 2) Similar in magnitude to the disclosure of magnitude amount on page 1 of the solicitation, 3) Similar in construction features to the specifications provided in the solicitation.

b. FACTOR II - Past Performance: The Government will evaluate the Construction projects or contracts submitted in order to evaluate past performance. Past performance relates to how well a Contractor has performed on previous contracts. The Government may contact references to verify past performance information. If the Government is aware of contracts that meet the requirements of this solicitation but have not been included in the three (3) contracts submitted, it may evaluate those contracts in addition to those submitted. In the event an offeror has no relevant past experience, Offeror's may submit past performance information for the key personnel proposed. If an offeror, or the proposed employees for the offeror, do not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on the factor (rating will be unknown or acceptable). In order to be considered for award, the offeror's past performance rating must be evaluated as acceptable. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance submittal and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, Defense Contract Management Agency (DCMA), and commercial sources.

c. FACTOR III – PRICE: Price is based on the sum of all CLINS minus the DBA. Price analysis will be performed to make a fair and reasonableness determination. Supporting documentation shall be included in the Price submission, which includes the price breakdown schedule of the prices.

4. TECHNICAL MERIT ADJECTIVAL RATING SCHEME: The following is the Technical Merit Adjectival Rating Scheme for evaluation of Technical Proposal:

ACCEPTABLE – Proposal clearly meets the minimum requirements of the specifications outlined in the solicitation.

UNACCEPTABLE – Proposal does not clearly meet the minimum requirements of the specifications outlined in the solicitation.

5. PAST PERFORMANCE RATING SCHEME: In the evaluation of Past Performance, the evaluators will use the following adjectives and related definitions to define the past performance risk the Contractor poses.

ACCEPTABLE – 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).

UNACCEPTABLE – Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

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

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (DEC 2012)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b)The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being

rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(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):

www.acquisition.gov/far

(End of provision

ADDENDUM TO 52.233-2

52.233-4703 HEADQUARTERS PROTEST

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:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000

Fax: (256)450-8840

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--``Lobbying contact'' has the meaning provided at 2 U.S.C. 1602(8). The terms ``agency,'' ``influencing or attempting to influence,'' ``officer or employee of an agency,'' ``person,'' ``reasonable compensation,'' and ``regularly employed'' are defined in the FAR clause of this solicitation entitled ``Limitation on Payments to Influence Certain Federal Transactions'' (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled ``Limitation on Payments to Influence Certain Federal Transactions'' (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment

reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

___ TIN:.----------

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(f) Common parent.

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

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

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 , have not , 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)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-7	Central Contractor Registration	DEC 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
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
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	JUN 2007
52.246-12	Inspection of Construction	AUG 1996
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.248-3	Value Engineering-Construction	OCT 2010
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
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
252.233-7001	Choice of Law (Overseas)	JUN 1997

252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JAN 2012)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at http://www.acquisition.gov/far at the end of the FAR, after the FAR Appendix.

(End of clause)

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 award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 200 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

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 Global Currency Exchange Rates Report published daily by the

Charleston Financial Service Center in effect as stated below. This is the official rate to be used for all financial transactions processed by the Embassy in Bogota.

(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)

52.232-16 PROGRESS PAYMENTS (APR 2012)

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

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

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of

business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly

assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

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

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

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

(3) Each Contractor request for progress payment shall:

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

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

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

(i) Reservations of rights.

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

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

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

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

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

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

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

(1) The amounts included are limited to--

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

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

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

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

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

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

(End of clause)

52.232-34 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”') concurrent with first request. 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)

52.232-36 PAYMENT BY THIRD PARTY (FEB 2010)

(a) General.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the Central Contractor Registration (CCR) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at http://fms.treas.gov/debt/index.html. If the CCR subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any

understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and

shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer’s failure to act within the time specified in this contract (or within a reasonable time if not specified), an

adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(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):

www.acquisition.gov/far

(End of clause)

SPECIAL CONTRACT REQUIREMENTS

1. Contractor Payment Information: The contract resulting from this solicitation will be payable in United States (U.S.) Dollars for Contractors with a main office based outside of Colombia, and Colombian Pesos for Colombian based Contractors. Per the Colombian tax authority, Contractors based in the local area shall submit their proposals in the local currency, but all others must propose in U.S. dollars. For competition purposes, the proposals will be set on the same level by utilizing the procedures outlined in Federal Acquisition Regulation Clause 52.225-17. No advanced payments are authorized. Contract payment will be made by Electronic Funds Transfer (EFT) through the U.S. Embassy Bogota General Services Office (GSO) section to all Contractors, regardless of origin.

1.1 The Contractor shall satisfy all lawful claims of any persons or entities employed by them, including hired employees, subcontractors, equipment costs or rentals, and material suppliers for all work performed or items furnished under this contract. A submission of a written certification shall be signed by an authorized representative of the company bearing witness that the Contractor has fully paid their suppliers, workers and subcontractors is required. The certification's period of coverage shall be through the required warranty period.

1.2 No additional sums will be payable as a result of escalations in the cost of materials, equipment, or labor due to the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the contract.

1.3 Payment will be made under Federal Acquisition Regulation (FAR) Clause 52.232-5, Payments under Fixed Price Construction. Final payment will be accomplished when the work has been inspected and accepted by the Government, all submittals are presented and approved, and all work has been accomplished in accordance with contract terms and conditions.

1.4 Municipality Clearance of Payments: The Contractor shall submit a written certification of approval from an authorized municipality official stating that no materials and/or money are owed to entities in the local project area.

1.5 The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the constructed building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

2. Changes to Materials or Other Items in Contractor Offer: Contractor Proposal prices must be based on high quality materials designed for rough usage and long life. Any change in materials or other items listed in the Contractor's proposal/price breakdown worksheet requires resubmission to the COR for approval by the KO.

3. 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. Project Completion: The following documents shall be written in English, and delivered to the COR & KO prior to the Work Acceptance Document and final payment is considered.

4.1 Punch List: A punch list of items that need to be corrected or finished will be given to the Contractor after an initial inspection. A final inspection will then be accomplished to ensure that the items were corrected**.**

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