SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W913FT-15-R-0003-0001	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED *(RFP)*	3. DATE ISSUED 08-Apr-2015	PAGE OF PAGES 1 OF 43

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

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

7. ISSUED BY CODE W913FT	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE W9094
REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA	ASTRID PARDO AMERICAN EMBASSY COLOMBIA; CRA. 45 # 24B-27 BOGOTA
TEL: FAX:	TEL: 571 2752386 FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	ROBERT DEVISSER	011-571-3

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):*

Scope: Point Bollards at Tumaco, Nariño, Colombia

Magnitude of Project: Between US$5,000 and US$15,000.00
Section 00000 - SF1442
Section 00100 - Proposal Schedule / Statement of Work / Instructions to Offerors
Section 00600 - Representations and Certifications
Section 00700 - Contract Clauses
Section 00800 - Special Contract Requirements
Technical Exhibit

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See* FAR 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 1 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM *(hour)* local time 19 May 2015 *(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 120 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	Job		
	POINT BOLLARDS FFP ACCESS CONTROL POINT BOLLARDS INSTALLATION AT TUMACO NARIÑO IAW THE SOW ATTACHED. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Job		
	DEFENSE BASE ACT INSURANCE FFP Propose if applicable. This CLIN will not be included in evaluating price. This amount represents the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times(s)). The actual amount to be paid will be based on the amount of the agent/broker's invoice submitted by the contractor 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				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job		

CMR
FFP
CONTRACTOR MANPOWER REPORTING: The Contractor is required to report all Contractor manpower (to include subcontractors manpower) required for the performance of this contract. The Contractor is required to completely fill in all the required fields in the reporting system using the following web address: https://cmra.army.mil/. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 December every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement may result in contract termination.
FOB: Destination

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
0003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	90 dys. ADC	1	SEE REMARKS FOR ADDITIONAL INFORMATION SEE REMARKS SEE REMARKS AA FOB: Destination	

0002	90 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination
0003	90 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System Number	JUL 2013
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

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

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

(b) Site visits may be arranged during normal duty hours by contacting: May 05-2015

Name: Mr. Anibal Melendez
Address:anibal.melendez@tcsc.southcom.mil
Telephone: 011-57-1-275-2525

(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)

STATEMENT OF WORK

STATEMENT OF WORK (SOW)
ACCESS CONTROL POINT BOLLARDS INSTALLATION AT TUMACO-NARIÑO DEPARTMENT, COLOMBIA
PART 1

1. GENERAL: Under this contract, the Contractor shall furnish all labor, transportation, equipment, materials, and any other items and services necessary to provide and install five (5) removable bollards at the secondary access control point in the Tumaco-Nariño Department, 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 Contractor shall provide drainage, bollard sleeve, bollards, and labor required for the installation of the bollards. At this location power and water sewer utilities are available but it is contractor responsibility to request and pay for these utilities. Contractor needs to coordinate with base and/or facility engineer to arrange for the connections if needed. The bollards will be located at the secondary access control point of the installation, at locations selected by the US ARMY SOUTH (ARSOUTH) Force Protection team and the Colombian Marines Base officials. Exact locations will be provided by ARSOUTH to the contractor during the site visit to be held on May 05, 2015 (see FAR Clause 52.236-27). Work executed by the contractor shall include but is not limited to:

- Site preparation (i.e. cut, fill, level, drainage);
- Provide and install steel bollards, sleeves, and cap;
- Any other related works for the installation of the bollards.

Note: The Contractor shall verify all dimensions and/or quantities on site before providing proposal and commencing works. Provided quantities are approximated and it is the Contractor's responsibility to verify these dimensions during the site visit. If discrepancies are found, he shall immediately notify the contracting officer and contracting officer representative.

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 Army South Anti-Terrorism/Force Protection Program in support to the Colombia Security Cooperation Office.

1.3 Objectives: The objective of this project is to improve physical security conditions at the existing Colombian Marines Base (BRIM 4) located in Tumaco, Nariño Department, Colombia in Tumaco. The BRIM 4 perimeter lacks basic perimeter deterrent elements such as surveillance cameras, perimeter lights, and observation towers. The existing access control points and perimeter fences are inadequate. Access control point lacks bollards, spikes, arm gates, and adequate layout to minimize potential entry. The existing fence is rusted and missing in sections. An existing residence inside the Colombian Marines Base (BRIM 4) houses the US Civil Military Special Element

(CMSE) team who is currently working in Tumaco. Providing the bollards is critical for the CMSE team and other US missions.

11.4 Required Delivery: The work shall begin within ten (10) days after the Contractor receives the contract award, and the project shall be completed in **90 days** or less from receipt of contract award. This delivery time includes clean-up of the site area.

1.5 General Information:

1.5.1 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. Contractor shall deliver Quality Control Plan (QCP) to the Contracting Officer's Representative (COR) and Contracting Officer (KO) for approval within 10 days of contract award. The Contractor shall have five (5) working days to submit any changes for COR and KO acceptance.

1.5.2 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).

1.5.3 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

1.5.4 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.

1.5.5 Place of Performance: The work to be performed under this contract will be performed at the 4th Colombian Marine Installation or BRIM 4 (Armanda Nacional-Cuarta Brigada de Infanteria de Marina-Batallon Fluvial de Infanteria de Marina No. 70) located in Tumaco, Nariño Department, Colombia. Prior to the commencement of work, access to the installation will be coordinated with the security point of contact.

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

1.5.7 Security Requirements. The Contractor and/or associated subcontractor employees shall comply with applicable installation access and local security policies and procedures.

1.5.7.1 AT Awareness Training for Contractor Personnel Traveling Overseas. Upon award of the contract, or within 30 days of employment of new personnel performing services under this contract, the Contractor will

coordinate with the supporting DoD Agency AT Officer through the Government Representative, for AOR specific AT awareness training for U.S. based contractor employees and associated subcontractor employees. This training will be updated as required by the supporting installation AT policies. Verification of the training will be made available to the Government Representative upon request.

1.5.7.2 Background Checks. At the time of award of the contract or when hiring new contract workers, the Contractor shall ensure contractor employees and subcontractor employees performing services under this contract have passed a security check done by the Host Nation and Security Force at the BRIM 4 and BRIM 15 Security Office. Security checks that have been completed as part of a security clearance background investigation, or a previous background check that was a condition of employment, meet this requirement. Documentation of these checks will be made available to the Government Representative upon request. The Government retains the right to exclude any employee from performance of duties under this contract if a security check reveals information an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. If the Government determines additional background checks are required, at a minimum, and upon request from the Government, the Contractor shall provide to the Government Representative, the following information on any contractor or subcontractor employee performing services under this contract:

- Full birth name
- Married name (if applicable)
- SSN or local equivalent (ID card number)
- Date of birth
- Place of birth (city, country)

1.5.7.2.1 If a background check on any employee performing services under this contract, whether the check was conducted as a condition of employment or as part of the contract with the Government, reveals any information from any source of criminal activity by Contractor employees, subcontractors, or subcontractor employees, the Contractor shall immediately:

- Notify the Government Representative of that information; and
- Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- Traffic violations, other than parking, will be reported to the Government Representative only if the contract is for drivers for the Government.

1.5.7.2.2 The Contractor shall also immediately-

- Notify the Government Representative of any suspicious activity by Contractor employees, subcontractors, or subcontractor employees the Contractor believes may pose a risk to U.S. national security or imminent risk of deadly bodily harm to any person;
- Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

1.5.7.2.3 Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this paragraph may result in-

- Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- Requiring the Contractor to terminate a subcontract;
- Suspension of contract payments;
- Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

- Suspension or debarment.

1.5.7.2.4 Subcontracts. The Contractor shall include the substance of this paragraph in all subcontracts.

1.5.7.3 Employment Eligibility Contractor will ensure that all contractor employees and sub-contractor employees who reside in the U.S. performing services under this contract have been pre-screened for employment eligibility using the E-verify Program on the Department of Homeland Security website http://www.uscis.gov/e-verify. Personnel that have not met the employment eligibility requirement on this website are not authorized to perform services under this contract. Verification of the eligibility check will be made available to the Government Representative upon request. This requirement is not in lieu of and does not relieve the Contractor from the I-9 Employment Eligibility Verification Forms for employment of personnel.

1.5.7.4 Installation Access. Contractor and all associated sub-contractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures. The employee performing services under this contract shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, Security Office or the host nation equivalent.

1.5.7.5 Uniform. The Contractor shall provide a standard uniform for all contractor and subcontractor employees performing services under this contract, and ensure they wear the uniform during appointed duty hours. The uniform may consist of the same type and color shirt and slacks for all workers. Company logo is optional.

1.5.7.6 Identification. If required by the Government, contract personnel and all associated sub-contractors employees accessing U.S. facilities or activities, shall present a valid picture ID provided by the Government while accessing Government owned or contracted facilities and shall adhere to facility security policies and restrictions. If applicable, Government issued access badges will not be worn outside designated facility where visible to the general public.

1.5.7.7 Escorts: The Contractor and all associated sub-contractor employees performing services under this contract shall be escorted at all times by an individual designated by the Host Nation Security Office or Security Force while performing work at this installation.

1.5.7.8 Vetting. The Contractor company and all associated sub-contractor companies, must have been vetted by the US Embassy in the country which the contract will be performed. For the purposes of this contract, the company is considered vetted if the company is located in the country which the contract will be performed unless the company has been previously barred from performing services for the Government. If during a previous vetting process the company was barred from performing service for the Government, then that is grounds for termination of the contract. If the company is located outside of the country which the contract will be performed, the company must be vetted by the US Embassy in the country of performance. Vetting will coordinated through the US Embassy's DOD Security Cooperation Office in the country of performance. If during any previous vetting process in other countries, the company was barred from performing services for the Government, that is grounds for termination of the contract.

1.5.7.9 Force Protection Condiction (FPCON). In addition to the changes otherwise authorized by the changes of clause of contract, should the US Government FPCON at any individual installation change, the Government may require changes in contractor security matters or process. During FPCONs Charlie and Delta, only contract services that have been deemed “mission essential” by the Government will continue. Contract services will resume when the FPCON is reduced to Bravo or lower.

1.5.7.10 iWATCH. The Contractor will ensure that all contractor employees and sub-contractor employees performing services under this contract have been briefed on the iWATCH Program, or equivalent for their supporting DoD Agency, within 30 days of employment under the contract. The Contractor will coordinate with the supporting DoD Agency AT Officer through the Government Representative for the briefing. This training will be

updated as required by the supporting installation AT policies. A copy of the training attendance will be maintained by the Contractor and made available to the Government Representative upon request.

1.5.7.11 Operations Security. If the contractor, or a sub-contractor, or employees of either disclose any information that disrupts or harms the Government's operations or activities, then the Government retains the right to exclude any employee from performance of duties under this contract. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. By way of example, personnel shall not sketch or take photos of government facilities or activities, unless related to service to be provided. Personnel shall not post or discuss government facility activities on any unauthorized public access media. All government paper products and removable digital storage material that is received, generated, or stored during the contract will be destroyed completely when no longer needed to preclude recognition of information.

1.5.7.11.1 The Contractor shall take appropriate security measures to protect Government critical and sensitive information. Contractor shall not disclose specifics of services to unauthorized personnel. Contractor will provide sub-contractors only required specifics to accomplish services and/or products delivery.

1.5.7.11.2 Neither the Contractor nor the Contractor's personnel shall disclose, or cause disclosure of any information concerning DoD operations and activities which could result in, or increase the likelihood of, the possible breach of the activity's security or interrupt the continuity of DoD operations. Unauthorized disclosure of and/or failure to properly safeguard information, material, equipment, supplies, or proprietary data by the Contractor may subject the Contractor, its agent(s), or employees to criminal liability.

1.5.7.11.3 Advertisement and Social Media. The contractor shall NOT post information to public website or social media locations, personal or professional, that in any way disclose conference names, locations, hotel data, conference participants, discussions, pictures, etc. before, during or after the conference without the express consent of the Government.

1.5.7.12 Medical. Contractor will ensure that all contractor employees and subcontractor employees are medically, dentally, and psychologically fit for performance of their contracted duties.

1.5.7.13 Security Clearance. A security clearance for contracting personnel is not required for this project. Contractor personnel will not be accessing any restricted areas to accomplish this task.

1.5.8 Physical Security. The Contractor shall be responsible for safeguarding all government equipment, information and property provided for Contractor use. At the close of each work period, all government facilities, equipment, and materials shall be secured.

1.5.8.1 Contractor and workforce shall take appropriate security measures to protect U.S. Government critical and sensitive information. The Contractor shall not disclose specifics of the project to unauthorized personnel. Contractor shall provide their sub-contractors with only the required information to enable them to accomplish project delivery. All work related paper products and removable storage material that is received, generated, or stored during the contract shall be completely destroyed when no longer needed. Installation access badges will not be worn outside of the Government facility where visible to the general public. The Contractor and workforce personnel shall not sketch or take photos of Government facilities or activities, unless directly related to service to be provided. The Contractor shall not post or discuss government facility activities on any unauthorized public access media. The Contractor shall immediately report suspicious activities to security personnel.

Contractor will have two means of getting access to the Colombian Marines Installations. Contractor will be introduced to the Colombian Marines Installations security office during the pre-construction meeting. Also contractor can contact Mr. Anibal Melendez (anibal.melendez.civ@mail.mil, Aniba.Melendez@tcsc.southcom.mil, Office #: 031-275-2525, or Cell #: 310-817-2461).

1.5.8.2 Key Control. Not applicable.

1.5.8.3 Lock Combinations. Not applicable.

1.5.9 Post Award Conference/Periodic Progress Meetings. The Contractor shall attend the post award conference convened by the contracting activity or contract administration office IAW Federal Acquisition Regulation (FAR) Subpart 42.5. The KO, COR, with 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.

1.5.9.1 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 Project Engineer/Architect and any other individuals in attendance, and be submitted to the COR for approval.

1.5.10 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.

1.5.11 Key Personnel. The following personnel are considered key personnel by the government: 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 thru Friday except Federal and 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 in the construction field.

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 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 Tumaco worksite location.

1.5.11.1 Project Engineer/Architect Superintendent/Foreman.

1.5.11.1.1 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 on

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 the Contractor removes key employees, replacement personnel must be equally or better qualified.

1.5.11.1.2 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).

1.5.11.1.3 The Project Engineer/Architect shall be responsible for overall management and coordination of this contract; directing the onsite work; acquiring materials; resolving construction issues; and providing 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 30 minutes unless otherwise coordinated with such designated personnel. After duty hours, the Project Engineer/Architect or designated alternates shall be available within two (2) hours in case of emergency.

1.5.11.2 Personnel Listing.

1.5.11.2.1 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 Tumaco sites (Biographic Data on Personnel). Required information for each individual on the personnel list for Tumaco sites shall include:

Full Name

Place and Date of Birth

Current Address

Identification number

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

1.5.12 Identification of Contractor Employees: Contractor employees shall identify themselves as contractor personnel and shall avoid representing themselves as Government employees. This identification includes meeting attendance, answering Government telephones, email communications, and working in other situations where contractor status is not obvious. Contractor personnel identification shall be easily identifiable through the display of badges, name tags, lanyards, etc.

1.5.13 Contractor Travel. Contractor Travel is not required nor authorized for the performance of this contract.

1.5.14 Other Direct Costs. Not applicable.

1.5.15 Data Rights. The U.S. Government has unlimited rights to all documents/materials produced under this contract. Any documents, designs, drawings, study and 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 US Government owned and are the property of the US 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.

1.5.16 Organizational Conflict of Interest. Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.5.17 Laws and Regulations.

1.5.17.1 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.

1.5.17.2 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 practices outlined in the Colombian regulation "Normatividad Salud Ocupacional y Seguridad Industrial" are the minimum acceptable standards. 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. 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.

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.

1.5.18 Licenses and Permits.

1.5.18.1 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.

1.5.18.2 Subcontractor Licenses and Permits. The Contractor shall inform the COR and KO in writing that all subcontractors and others performing work at Tumaco worksites have obtained all requisite licenses and permits. The Contractor shall submit a copy of the licenses and permits (if applies) to the KO and COR demonstrating compliance with this requirement when directed by the KO and/or COR.

1.5.19 Environmental Protection.

1.5.19.1 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.

1.5.19.2 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.

1.5.19.3 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.

1.5.19.4 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 Government of Colombia regulations and requirements.

1.5.20 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).

1.5.20.1 Accident Protection (AP) and Emergency Medical Treatment (EMT). The Contractor shall have 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.

1.5.20.2 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

1.5.21 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 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.

1.5.22 Construction Operations and Storage Areas.

1.5.22.1 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.

1.5.22.2 Access to Contractor Storage Yard. The Contractor shall only store materials and equipment for this at a designated location in the Colombia Marines. The specific worksite location will be coordinated with Colombia Marines Public Works or equivalent office during the pre-performance conference or at a later date.

1.5.23 Contractor Vehicles.

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

1.5.23.2 Vehicle list. The Contractor shall provide a list of all vehicles used in the performance of this contract to include vehicle description, valid vehicle registration number, and identification ID card numbers to the contracting officer representative within ten (10) days after contract award and update as the changes occur. ID information will be used by the installation to verify credentials and issue access permits. Contractor shall coordinate Colombian Marines security office to access installations.

1.5.24 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 (KO). 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 (QA). 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 (QC). 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 SubContractor.

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 (PE)/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 1.5.11.

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 1.5.11.

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 1.5.11.

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. <u>GOVERNMENT FURNISHED ITEMS AND SERVICES</u>. The Government shall not furnish services, equipment, or materials in the performance of this contract.

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, masonry, electrical materials, spot lights, conduits, paint, stucco, window bars, and doors and all related materials for the construction.

4.4 Equipment. The Contractor shall provide all required construction equipment to construct observation towers, including 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 Contractor shall take proper safety and health precautions to protect the work sites, the workers, the public, and the property of others. It is highly recommended to the contractor to properly document existing conditions prior to commencement of work by taking photos and having a base official or representative to walk the work site. He should formalize the existing conditions in a report with an official memo. This report and officio shall be signed by the Colombia Marines POC, contractor, KO, and COR.

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 by the COR under the contract.

4.6 Contractor Records/Progress Reports. The Contractor shall certify all completed work on a bi-weekly basis and provide a bi-weekly progress report to the COR and KO. The 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 (i.e. clearing site, site prep, foundation, concrete structure, metallic structure, electrical system, masonry, stucco, windows, doors, 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 Repair. The Contractor shall repair any damage to the existing grounds, facilities, or property incurred during the course of construction at Tumaco to its original pre-existing conditions. Refer to section 4.5.1 Damage to Persons or Property for additional info.

4.9 Safety. The Contractor is 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.

4.9.1 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 Tumaco. 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.

4.10 Utilities Connections and Excavations

4.10.1 The U.S. Government will not provide any utility connections. It is the Contractor's responsibility to provide any generators required to operate its own equipment at its own expense. The Contractor shall be 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 the Contractor's equipment listing.

4.10.2 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 Tumaco 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.

4.11 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 written approval has been granted by the Colombian Marines 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.

PART 5

5. SPECIFICATIONS

5.1 General: The Contractor shall furnish all labor, transportation, equipment, materials, and any other items and services necessary to provide and install five (5) steel bollards. 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 with his proposal**. 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 1.5.19.

5.1.1 Formats for the drawings shall be submitted in AutoCad 2010 and pdf. The U.S. Army South engineer will approve the design. Neither the U.S. Government's review, approval or acceptance of, nor payment for the requirement required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of actions arising out to the performance of this contract. The Contractor shall be and remain liable to the U.S. Government in accordance with applicable law for all damages to the U.S. Government caused by the Contractor's negligent performance under this contract.

5.1.2 The work will be executed based on the following requirements: The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, and specifications, furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, and specifications to meet local and national codes and standards.

5.1.3 Once the design is approved, any design changes will be submitted to U.S. Army South Engineer for approval. Contractor shall not proceed without prior approval of the U.S Army South Engineer. If the design changes imply cost to the government, the Contractor shall immediately notify the Contracting Officer.

5.1.4 All drawings, specifications, operations and maintenance handbooks, manufacture's information, and other documents derived from the work, will belong to U.S. Army South and should be turned over as well as the original and two copies of the final construction and architectural drawings (as-builts). Format for the drawings shall be AutoCad 2010 and pdf. All designs required in this contract (new constructions and fabrication) shall be validated and approved by contractor professional licensed engineer and submitted to the COR for final approval.

5.2 Site preparation. Contractor shall prepare location for the bollards installation. Preparation includes cut, fill, patch, and connect bollard drains to existing drain lines (or provide new drain lines). Layout depicting cut, fill, patch, and drains connections shall be submitted to the Contract Officer Representative prior to commencement of work. Contractor shall also provide the layout to installation POCs and get POCs approval in writing.

5.3 Removable Steel Bollards.

5.3.1 Embedment Sleeve and cap. The five (5) removable bollards shall allow for unlocking and manual removal from a carbon steel embedment sleeve. Each removable steel bollard shall have a 50 cm long metal sleeve of 206 mm diameter permanently embedded into the pavement at a depth of 50 cm and flush with the pavement (see Technical Exhibit 2. Bollards). The sleeve shall be constructed of 6.35 mm thick carbon steel or better material. The embedment sleeve shall allow for a 21 cm diameter carbon steel bollard, schedule 40, to be inserted. Bollard shall stay straight when inserted in the sleeve and tight. Tolerance shall be 3.175 mm. Contractor shall grease the jacket for protection and easy steel pipe installation and removal. Contractor shall also provide cap for the open embedment sleeves. Cap shall be fabricated of the same material than the sleeve. Sleeve cap shall flush with the top of the sleeve and have handle for easy removal and installation. Handle shall sustain heavy loads. A total of 10

sleeves and 10 caps shall be provided under this contract. Five (5) sleeves and five (5) caps will serve to relocate the bollards when the gate is opened.

5.3.2 Drainage. A drainage layer shall be provided at the bottom of each fixed pipe jacket. This layer shall be 200 mm thick. The bottom of the sleeve shall have a perforated surface for ease of drainage. A geotextile fabric liner shall be provided as a separation medium to avoid contamination of the drainage layer. The geotextile fabric liner shall be installed at the drainage channel walls. This layer shall be of a permeable high quality material (i.e. limestone, gravel, or similar material). The drainage channel shall discharge to a ditch, trench, or rain collection channel (i.e. divert the water flow from the barriers and avoid water accumulation). If the ditch, trench, or rain collection channel is not available, contractor shall make or provide it.

5.3.3 Removable Bollard. A 21 cm diameter carbon steel bollard, schedule 40 with a length of approximately 1.73 meters shall be constructed with a set of two (2) heavy welded handles on each opposite side of the bollard (a total of 4 handles) for easy insertion and removal from the embedded sleeve. An application of anti-corrosive bright yellow paint on the exposed surface of the bollard shall have diagonal line patterns (Technical Exhibit 2. Bollards). Contractor shall provide a cut sheet or plan with details for the removable bollard, embedment system and their features shall be provided to the COR for review prior to the commencement of work. A total of five (5) bollards shall be provided under this contract.

5.4 Final clean up and finishes. The Contractor shall do a final cleaning to include disposal of debris resulting from construction as well as dispose of containers for the materials used during construction. All debris and garbage, excavation materials, debris from the construction, as well as the garbage created by the containers for the materials, such as boxes and bags shall be removed. All the grass that grows in the construction lot during construction shall be cut and clippings moved to the municipal dumps by Contractor.

The Contractor shall remove all trash, debris, or surplus materials from the work site and shall leave the work site clean of all debris when work is completed. The Contractor shall maintain the work site in a neat, orderly, and safe condition at all times. The Contractor shall remove debris on a daily basis. The Contractor shall remove all tools, supplies, equipment, and debris upon completion of the contract. Contractor shall coordinate with local Colombia Government agencies to dispose materials in their landfills or designated areas.

5.5 Temporary construction. Contractor shall remove temporary construction of offices, bathrooms, storage areas, and any other construction of a temporary nature from the site as soon as the progress of the project permits. Those places in the grounds occupied by said constructions shall be reconditioned properly, level, and reestablished to its original condition of better. It is recommended to the Contractor to take photos of the original conditions and after construction is completed.

5.6 Warranty. Contractor shall warrant its work against faulty workmanship for a period of not less than one year from the date of Government acceptance of the work provided under this contract. Under this warranty, contractor shall be prepared to return to the work site within one working day after notification without charge to make any necessary repairs as a result of faulty workmanship. Refer to FAR Clause 52.236-5, Warranty of Construction.

5.7 Final Report. The Contractor shall submit a final report, 2 digital in English and 1 digital in Spanish to include all maintenance manuals for all equipment installed, as-built drawings, bi-weekly reports, invoices, final construction schedule, and all other documentation required to turn over the construction project to the COR for approval.

5.7.1 Final payment will be withheld until the final report is received and approved by the COR.

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)
- International Building Code (IBC)
- Norma Sismo Resistente 2010 (NSR 10)
- Normas Técnicas Colombianas (NTC)

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 – Bollards.

Technical Exhibit 1 – DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
1. Contractor shall provide a copy of the QC plan. See paragraph 1.5.1 for additional information.	Deliverable after Contract Award	One copy, 30 days after contract award	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
2. Contractor shall provide meeting minutes. See paragraph 1.5.8 for additional information.	2 days after meeting	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
3. Contractor shall provide license and permit documentation. See paragraph 1.5.17 for additional information.	Prior start construction	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
4. Contractor shall provide a list of all vehicles. See paragraph 1.5.22 for additional information.	Within 5 days of contract award	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
5. Contractor shall properly document existing conditions prior to commencement of work by taking photos and having base official or representative to walk the work site. See paragraph 4.5.1 Damage to Persons or Property for additional info.	Due 10 days after the contract.	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
6. Contractor shall certify all completed work on bi-weekly basis and provide bi-weekly progress report. See paragraph 4.6 for additional information.	Due every other Tuesday, no later than 1300 hrs (1:00 p.m. CST).	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
7. Prohibition on Asbestos and Lead Based Paints. See paragraph 4.9.1 for additional information.	Deliverable after Contract Award	One copy, 30 days after contract award	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
8. Personnel Listing. Contractor shall have five days to submit to the KO a list of workers and Project Managers assigned to work. See paragraph 1.5.11 for	Deliverable 5 days after Contract Award	One copy, 30 days after contract award	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil; jose.m.olivieriresto.civ@mail.mil

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
additional information.				
9. Design Plans and geotechnical study results and recommendations. See paragraph 5 for additional information.	Within 15 days of Contract Award	1 original and 1 copy	Electronic copy, AutoCAD 2010 and pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
10. Submittal with the resume for all designers used for all drawings and calculations, before they start to work on those. See paragraph 1.5.11 for additional information.	Within 10 days of contract award	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
11. Submittal for all materials or mix of materials to be used for the project. See paragraph 5 and sections below it for additional information.	As indicated in SOW	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
12. Temporary construction. Assessment of original condition report. Section 5.5	Before breaking ground	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil
13. Final Report Section 5.7	For final payment	3 original	2 Digital in English and 1 Digital in Spanish	COR rosa.l.santoni.civ@mail.mil; KO, Robert.r.devisser.civ@mail.mil

INSTRUCTIONS TO OFFERORS
INSTRUCTIONS TO OFFERORS

1. GENERAL. This procurement will be awarded as a Lowest Price, Technically Acceptable (LPTA) **c**ontract, considering past performance. The Government intends to evaluate offers and award a single contract without discussions with Offerors, except for clarifications as described in FAR Subpart 15.3. Therefore, the initial offer should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government may

reject any or all responses if such action is in the public interest and/or waive informalities and minor irregularities in the submitted offers. The Government reserves the right to cancel this RFP and make no award. By submitting a proposal in response to this RFP, the Offeror understands that the Government shall not be liable for any costs incurred by the Offeror 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 of their proposal as an electronic file. The proposal shall be written using Microsoft Office, Adobe PDF, and AutoCad software. The proposal shall be emailed on or before the solicitation closing date/time as stated in **Block 13(A) of the SF1442** to the following:

Robert DeVisser	Contracting Officer	robert.r.devisser.civ@mail.mil
Astrid Pardo	Contracting Specialist	astrid.pardo2.fn@mail.mil

If the file is too large to send by email, contact the Contracting Officer and/or the Contracting Specialist to deliver for physical acceptance prior to the solicitation closing date/time.

b. Solicitation Questions. Questions regarding this solicitation shall be submitted in writing via e-mail to the Contracting Officer at robert.r.devisser.civ@mail.mil and to the Contracting Specialist at astrid.pardo2.fn@mail.mil 5 business days after the site visit date. The Government will respond to questions received from prospective offerors by 5 business days after receipt of questions. The Government reserves the right not to respond to any questions concerning this solicitation received after the question receipt date and time established. Accordingly, Offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle.

c. Amendments Prior to Solicitation Closing Date/Time. The Government reserves the right to amend the solicitation specifications and/or drawings prior to receipt of offers. Any changes will be provided through an amendment to the solicitation.

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 00700) 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. Offerors 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. Offerors 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:

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 all licenses and permits required by local law;
d. Have no adverse criminal record;
g. Have no political or business affiliation which could be considered contrary to the interests of theUnited States.

4. SUMMARY OF INSTRUCTIONS.

Section Title

00010	Executed Standard Form 1442
00010	Priced Line Items 0001 through 0002
00100	Attachment – Breakdown of Price Proposal
00100	Technical/Past Performance/Price Proposal
00600	Completed Representations/Certifications
00700	Contract Clauses

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; Section III Past Performance.

a. Section I - Pricing Information and Required Documents

(1) No page limit. Electronic format.

(2) Offerors shall provide all pricing information necessary to provide a meaningful basis for the 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. Offerors may be required during the evaluation process to provide sufficient price information that will enable the Government to perform a meaningful evaluation.

(3) A complete response shall consist of a price response to include the pricing sheet (Breakdown of Price Proposal) in Excel format and 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 and appropriate dollar threshold, and the offer validation period of 120 days.

(4) To be considered responsible, an Offeror must be in compliance with FAR 9.104(1)a. To demonstrate this aspect of Responsibility, Offerors 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).

(5) Offer and Section 00010. Complete in its entirety the "Offeror" portion of the Standard Form (SF) 1442 contract line items 0001 through 0003 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.

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. Submit a copy of the amendments to acknowledge receipt.

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

(6) 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.

(7) Section 00600 Representations and Certifications. Complete and submit the required Representations and Certifications and return only those shown in Section 00600.

b. Section II – Technical Response

(1) No page limits on the project schedule or the equipment/manufacturing specification sheets and warranty information.

(2) 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 major construction phases stated in Part 5 of the Statement of Work. The project schedule shall include float time within the 90-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. Vendors shall keep in mind the Colombian Holidays for the schedule.

(3) Proposed Equipment/Materials Specifications: The Offeror shall provide a list and description / specifications of materials and products to be used to assure offeror understands required compliance for this project. The list shall include warranty information.

c. Section III – Past Performance Information

(1) No more than ten (10) single sided pages of written material shall be submitted.. Photographs may be provided, however, submission shall not exceed the page limit of written material.

(2) Past Performance information shall be submitted in English.

(3) 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.

(4) References. In addition to past performance information above, provide a list of three relevant contracts that clearly demonstrate prior experience in construction projects. These reference projects shall be:

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

(5) Provide the following information for each contract or project reference included in the list above and describes customer's name, address, and telephone numbers of customer's lead contract and technical personnel.

(i) Contract value, number and type

(ii) Date of contract award, place(s) of performance and completion dates
(iii) Brief description of the scope of work including responsibilities
(iv) Comparability to the work under this solicitation
(v) Brief discussion of any major technical problems if any, and their resolution
(vi) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (price, technical merit, etc.)
(vii) Any terminations (partial or complete) and the reason (convenience or default)

(6) If more than three (3) projects are submitted, only the three (3) most recent will be evaluated.

BASIS OF AWARD
BASIS OF AWARD

A. BASIS OF AWARD. The award will be evaluated on a Lowest Priced, Technically Acceptable (LPTA) basis, considering past performance. Subject to the provisions contained herein, the Government intends to award a single contract resulting from the solicitation, to the Offeror whose response conforms to the Statement of Work and is technically acceptable, and provides the lowest total price for the actual contract line items awarded.

B. EVALUATION 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).

1. Factor I - Technical criteria elements consist of the following:

(a) Project Schedule**:** The offerors' project schedule will be evaluated to ensure performance will be completed on time IAW the contract period of performance and that the offeror has demonstrated a clear understanding of the project. As a minimum, the following will be evaluated:

(1) Meeting the minimum 90-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) Includes Colombian holidays and slack time planned for weather or local security related delays.

(b) Proposed Equipment/Materials Specifications: The offeror's proposed material and equipment will be evaluated to ensure they 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 Government Technical Representative's approvals as outlined in the project specifications

2. 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. 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 performance, 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.

Recency Assessment: To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

Relevancy Assesment: To be relevant, the effort must be similar in nature of work, size and complexity. The Government will conduct evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work, size and complexity to the construction being procured under this solicitation.

References: The offerors' references 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.

3. Factor III – Price

(a) Prices evaluated as unreasonably high may be grounds for eliminating an offer from the competitive range. Price will be evaluated to determine if the offeror's proposed price is fair, reasonable, and balanced utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b). Supporting documentation shall be included in the price submission, which includes the price breakdown schedule of the prices.

(b) Unless otherwise specified, offerors shall submit prices for all CLINs. Failure to submit a price for any CLIN/sub-CLIN shall result in the proposal being considered unacceptable

c) Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the proposed prices on all CLINs/items stated in the solicitation. In the event the unit price (s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal. DBA insurance will not be included in evaluating price.

C. EVALUATION APPROACH. The evaluation processes consists of two parts: (1)Technical evaluation and (2) Past Performance evaluation. Price will be evaluated separately from Technical and Past Performance evaluations.

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

2. All proposals shall be subject to evaluation by a team or member 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 must represent a consensus of opinion of the members and be signed by each member.

D. TECHNICAL MERIT RATING SCHEME. The following is the Technical Merit 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.

E. 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 Offeror 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."

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-3	Taxpayer Identification	OCT 1998
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-2	Audit and Records--Negotiation	OCT 2010
52.222-3	Convict Labor	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-50	Combating Trafficking in Persons	MAR 2015
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-17	Evaluation of Foreign Currency Offers	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
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
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
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
252.225-7987 (Dev)	Requirements For Contractor Personnel Performing in USSOUTHCOM Area of Responsibility	OCT 2014
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

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)

52.232-16 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 30 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)

52.252-2 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)