

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 25
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 09-Jul-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA	CODE W913FT	7. ADMINISTERED BY (If other than item 6) ASTRID PARDO AMERICAN EMBASSY COLOMBIA; CRA. 45 # 24B-27 BOGOTA		CODE W9094
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W913FT-15-R-0007
			X	9B. DATED (SEE ITEM 11) 15-Apr-2015
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
TO CHANGE SOW ADDING EXTRA WORK FOR TOWERS MAINTENANCE. TO EXTEND DUE DATE FOR SOLICITATION UNTIL 10 AUGUST 2015 TO SET UP SITE VISIT FOR 21ST. JULY 9:30 AM AT LA MACARENA MILITARY BASE OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL:	EMAIL:
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		09-Jul-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The standard size code \$15,000,000 has been added.

The required response date/time has changed from 19-May-2015 10:00 AM to 10-Aug-2015 10:00 AM.

The contractor period of performance end date has increased by 135 days from 45 days to 180 days.

CLIN 0002

This CLIN has been renumbered to CLIN 0004.

CLIN 0002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TOWERS MAINTENANCE FFP TOWERS MAINTENANCE AT LA MACARENA META IAW THE SOW ATTACHED. FOB: Destination	1	Job		

NET AMT

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

BASES 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 45-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.”

INSTRUCTIONS TO OFFERORS

INSTRUCTIONS TO OFFERORS

1. GENERAL. This procurement will be awarded as a Lowest Price, Technically Acceptable (LPTA) contract, 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 3 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 the United 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 45-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.

STATEMENT OF WORK

STATEMENT OF WORK (SOW) OBSERVATION TOWERS MAINTENANCE AT LA MACARENA, 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 maintenance to ten (10) existing re-locatable security observation towers and provide and install ten (10) stair safety guard rails at the existing observation towers in the La Macarena Army Base, 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 repair by replacement of structural steel members to include decks, rails, tensors, columns, roof, and protection cage. Contractor shall provide and install stair guards, re-paint tower, apply structural welding, and provide labor required for the repairs and installation of the stair safety guard rails. 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.

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 Army Base located in La Macarena, Colombia. The existing towers lack of safety guard rails creating unsafe conditions for the soldiers climbing the towers. The existing tower conditions are poor requiring preventive maintenance to extend their usable life. Several US missions are conducted at this location and Colombian Army soldiers provide surveillance to the base.

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 **180 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 La Macarena Colombian Army Base in La Macarena, Colombia. Prior to the commencement of work, access to the installation will be coordinated with the following point of contacts:

POC: XXXXXXXXXXX XXXXXXXX (security office)

Phone: xxx-xxx-xxxx

Email: xxxxx@xxxxx.com

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 COR, 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 COR 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 COR 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 COR, 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:

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

1.5.7.2.2 The Contractor shall also immediately-

- (A) Notify the KO/COR 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;

(B) 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-

- (A) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (B) Requiring the Contractor to terminate a subcontract;
- (C) Suspension of contract payments;
- (D) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (E) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (F) 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 COR 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 be 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 Condition (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 COR 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 COR 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.

1.5.8.1.1 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 superintendent/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 La Macarena 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 Superintendent/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 La Macarena sites (Biographic Data on Personnel). Required information for each individual on the personnel list for La Macarena 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 La Macarena 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 Army. The specific worksite location will be coordinated with Colombia Army 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 Army 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 Army 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. GOVERNMENT FURNISHED ITEMS AND SERVICES. 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 metallic structure, welding materials, and all related materials for the installation of steel guard rails.

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 Army 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 La Macarena 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 La Macarena. 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.

PART 5

5. SPECIFICATIONS

5.1 General: The Contractor shall furnish all labor, transportation, equipment, materials, and any other items and services necessary to repair damage and rusted items in the towers. Contractors shall also provide and install ten (10) stair guard rails. Contractor shall submit his stair safety guard rail design for approval. 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 Observation Towers Maintenance. The existing re-locatable steel security observation towers provide surveillance and protection of security personnel at La Macarena Colombian Army Base. Each tower has an approximately height of 12.5 meter (m). Tower has an observation platform with dimensions of 4 m x 4 m (LxW) capable of supporting a load of 25,000 lb. During maintenance works, contractor shall ensure this capability shall prevail. Tower also has a personnel protection cage made of 12.5 millimeters (mm) steel plate that shall rest centered on the observation platform with dimensions of 2.5 m x 2.5 m x 1.5 m (LxWxH). A gun port (0.5 m wide by 0.1 m high) is located centered on each cage wall at a height of 1 m. The gun port has a closing window with a handle. All towers are covered with a roof (6 m x 6 m). Roof panel shall be **26 gauges**. Each tower also has an intermediate platform at 5 meters height. Each platform has handrails along the exterior perimeter. Each tower has a personnel covered ladder to access observation deck and protection cage. Contractor shall provide a gentle slope to allow for drainage. Existing electrical and telephone jacks, receptacles, and junction box shall also be replaced. Maintenance works shall account for local seismic and wind factors. Figure 1 shows the approximate location of each tower. The following paragraph provides basic work to be done in each tower. The Contractor shall be responsible of validating required work in each tower; and shall include any additional work required in his proposal.

Maintenance work consists of replacing and repairing missing steel angles, tensor rods, sections of patterned plate at platforms, columns, beams, diagonal bracings, roof structure, protection plates at stairs, stair steps, upper and lower platform hand rails, and upper cage access door. The Contractor shall remove and replace any structural member that jeopardizes the structural integrity of the tower. Maintenance work also includes removing corrosion from all tower sections, painting, replace electrical and communication items, and adding lighting protection and grounding. Approximated damage is as follows: steel angles (40%), tensor rods (40%), sections of patterned plate at platforms (30%), columns (10%), beams (5%), diagonal bracings (5%), roof structure (20%), protection plates at stairs (5%), stair steps (5%), upper and lower platform hand rails (40%), and upper cage access door (5%). Two 24-inch long

grab bars shall be installed for easy access and safety to the cage/platform. The grab bars shall have 1-1/2 inch outside diameter.

5.2.1. **Painting.** The Contractor shall clean all towers components. Contractor shall remove or replace all corroded steel items. Contractor shall sand, clean, and apply two coats of anticorrosive metal primer sealer according to manufacturer's recommendations. Then Contractor shall paint towers with two coats of high quality anticorrosive base paint to match Colombian Army colors and patterns. Paint shall include all tower structural and non-structural members, platform, and roof.

5.2.2. **Electrical.** The Contractor shall provide one outdoor 110w double power sockets, one 220w outdoor double power sockets, and one telephone line. All electrical items shall comply with current National Electrical Code (NEC) and Colombian electrical codes. The electrical items shall include receptacles, switches, conduits, fasteners, connectors, junction boxes, and ground system. All electrical items shall be outdoor rated. Contractor shall provide protection against lightning and electric storms. The tower lighting protection shall be designed and built as per the Colombian Electric Code. The tower shall be protected with a ground connection. After installation the total resistance of tower to ground shall not be greater than 25 ohms or as required by Colombia Electrical code. The power conductor rod shall be a No. 8 AWG solid copper rod. The copper rod shall have a diameter of minimum 16 mm and a maximum of 19 mm (3/4 in.) and a minimum of 2.44 m length and a maximum of 3.05 m (10 ft). This conductor rod shall be staked/buried into the soil so only 152 mm of the rod shall remain above the terrain level. The ground rod shall be installed between 0.6 m from the tower. Colombia Electrical Code will prevails for the materials and installation.

5.3 Observation Tower Stair Guard Rail. Each tower is approximately 12.5 meter high. Each tower has a personnel ladder to access observation deck and protection cage. Maintenance work consists of providing and installing steel safety guard rails at each tower stair. Contractor shall use ¼ inch x 1 inch angles or 1 inch diameter pipes to construct the guard rail. The guard rail shall protect stair users from potential fall. Contractor shall provide diagonal bracings, rails, anchoring brace, fasteners, and any other required accessories. The Contractor shall ensure to keep the structural integrity of the tower and stair. Maintenance work also includes removing corrosion from the existing stairs, sand them, and painting.

The Contractor shall clean stairs components. Contractor shall remove or replace corroded steel stair items. Contractor shall sand, clean, and apply two coats of anticorrosive metal primer sealer according to manufacturer's recommendations. Then Contractor shall paint stairs and new safety guard rails with two coats of high quality anticorrosive base paint to match Colombian Army colors and patterns.

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 and 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.

Technical Exhibit 1 – DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
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 and permit documentation. See paragraph 1.5.18 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
3. Contractor shall provide a list of all vehicles. See paragraph 1.5.23 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
4. 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
5. 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
6. 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
7. 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 additional information.	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
8. Design for the stair safety guard. 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

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
9. 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
10. 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

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

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

Site visit: July 21-2015 9:30 am at La Macarena Military Base.

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

(End of provision)

(End of Summary of Changes)