SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W913FT-12-R-0027	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED *(RFP)*	3. DATE ISSUED 15-Jun-2012	PAGE OF PAGES 1 OF 57

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
REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 AP0 AA 34038-5130 TEL: 011-571-275-2552 FAX: 011-571-275-2084	**See Item 7** TEL: FAX:

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

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

This construction project is in the country of Colombia, and all projects shall abide by Colombian laws. By submitting a proposal the contractor shall guarantee that they have everything in place to complete the project to satisfaction. All equipment, materials, labor, licenses, warranties, and insurances are the responsibility of the contractor.

Scope: Construct a logistics building in Bogota, Colombia

FAR 36.204 Disclosure of magnitude for this construction project is between USD $500,000 and $1,000,000.

A visit to the worksite will be conducted on 5 July, 2012. Questions may be directed to the USMILGP Logmis Project Engineer (see Clause 52.236-27).
CLOSING DATE TO SUBMIT PRICE PROPOSAL (RFP): 17 July, 2012 at 10:00 AM (Colombia time). Refer to Instructions to Offerors on Page 25 of RFP.
Solicitation Index:
Section 00010 – SF1442
Section 00100 – Proposal Schedule/Instructions to Offerors/Statement of Work
Section 00600 – Representations and Certifications
Section 00700 – Contract Clauses
Section 00800 – Special contract Requirements

Attachments: Price Breakdown Worksheet, Drawings 1-3

11. The Contractor shall begin performance within 10 calendar days and complete it within 240 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☒ 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 ☒ NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

B. An offer guarantee ☐ is, ☒ is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER ***(Must be fully completed by offeror)***

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*		15. TELEPHONE NO. *(Include area code)*
		16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item 14**
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD ***(To be completed by Government)***

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	**ITEM**	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _ _ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)* TEL: EMAIL:
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY
		31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job		
	Phase 1 Concrete Slab FFP PHASE 1 CONSISTS OF ALL RESOURCES NECESSARY FOR THE CONTRACTOR TO CONSTRUCT A CONCRETE SLAB APPROXIMATELY2,400 SQUARE METERS IN BOGOTA, COLOMBIA IN ACCORDANCE WITH THE STATEMENT OF WORK, DRAWINGS, AND SPECIFICATIONS. THE CONTRACTOR SHALL COMPLETE THE DETAILED PRICE SHEET AND ONLY ENTER THE TOTAL AMOUNT IN THIS CLIN. DO NOT INCLUDE IVA TAX IN THIS TOTAL. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Job		
	Phase 2, Offices, BR, warehouse FFP PHASE 2 CONSISTS OF ALL RESOURCES NECESSARY FOR THE CONTRACTOR TO CONSTRUCT OFFICES, BATHROOMS, AND A WAREHOUSE APPROXIMATELY 180 SQUARE METERS IN BOGOTA, COLOMBIA IN ACCORDANCE WITH THE STATEMENT OF WORK, DRAWINGS, AND SPECIFICATIONS. THE CONTRACTOR SHALL COMPLETE THE DETAILED PRICE SHEET AND ONLY ENTER THE TOTAL AMOUNT IN THIS CLIN. DO NOT INCLUDE IVA TAX IN THIS TOTAL. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Each		

DBA Insurance

COST

If applicable. The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Agent/Broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the Insurance Carrier based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance. The amount will not be included in the evaluation process.

FOB: Destination

ESTIMATED COST

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	240 dys. ADC	1	USMILGP COLOMBIA - LOGISTICS CHIEF LOGISTICS MISSION AEROPUERTO EL DORADO, HANGAR 18 PUERTA 6, BOGOTA 423-8418 FOB: Destination	WF7LKT

0002	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	240 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

52.233-4703
52.233-4703 HEADQUARTERS PROTEST

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

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

Fax: (256)450-8840

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

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

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

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

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

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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
HANGAR BUILDING AT BRIAV-BOGOTA D.C.

1.0 SCOPE OF WORK: The contractor shall furnish all labor, drawings, transportation, equipment, materials, and any other items necessary to construct concrete slabs, hangar, offices, bathrooms, and warehouse in Bogota, El Dorado Airport, New Zone of Aviation, BRIAV, Bogota, Colombia. The slab area will be approximately 2.400 square meters (m2) and the office, bathroom and warehouse areas approximately 180 square meters (m2) in accordance with (IAW) the Statement of Work (SOW). The scope of work includes:

- Localization and lay out the project at the project site.
- Excavation for foundations, compacted filling to level the project avoiding floods, proper concrete mix for the foundations, aerial beams, columns, metal deck, lintels, slabs and sidewalks for all structures of the project.
- Provide and install metallic structure, siding and roofing materials.
- Provide and install masonry blocks for siding of the Hangar at one side.
- Provide and install masonry or dry wall for the office area.
- Provide and install hydro-sanitary networks connected to existing lines and rainwater system connected to existing system.
- Provide and install electrical system including pad mounted transformer and accessories.
- Provide and install structured cabling system, voice and data network, regulated power circuit and UPS.
- Plaster and paint walls, install floor tiles, windows and doors.
- Provide and install bathrooms with stainless steel partitions and floor and wall tiles.
- Provide and install wood doors.
- Provide and install aluminum windows for the offices.
- Provide and install ceiling on second floor of the office construction.
- Relocate an existing fire protection system including additional materials if required.

Note: Dimensions or quantities for the items shall be verified by the contractor.

1.1 Required Period of Performance (POP). Performance time to complete the project shall be **240 calendar days or less** from the date the signed award is received by the contractor**.**

1.2 Recognized Holidays. The Contractor shall not schedule work at any of the worksite locations on Colombian holidays or the designated day of holiday observance. The Contractor shall notify the Project Engineer/Contracting Officer's Representative (PE/COR) and installation point of contact if contractor personnel are planning to work on any holiday at the worksite.

Colombian Holidays

January 12	Feast of the Epiphany
March 19	Saint Joseph's Day
April 5	Holy Thursday
April 6	Holy Friday
May 9	Work Day
May 21	Ascension Day
June 11	Corpus Christi
June 18	Feast of the Sacred Heart
July 2	Saint Peter and Saint Paul
July 20	Colombia Independence Day
August 7	Boyacá Battle
August 20	Feast of the Assumption
October 15	Race Day
November 5	All Saints Day
December 8	Immaculate Conception Day
December 25	Christmas Day

1.3 Calendar Days. References in the Statement of Work to "days" refer to calendar days, not working days, unless otherwise specified.

1.4 Security Considerations. Contractor and workforce will 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. All work related paper products and removable storage material that is received, generated, or stored during the contract will be destroyed completely when no longer needed to preclude recognition of information. Installation access badges will not be worn outside 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 related to service to be provided. The Contractor shall not post or discuss government facility activities on any unauthorized public access media. Contractor will immediately report suspicious activities to security personnel.

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

- American National Standards Institute Standards (ANSI)
- American Society of Testing and Materials (ASTM)
- National Electrical Manufacturers Association (NEMA)
- International Building Code (IBC)
- Electronic Industries Alliance (EIA)
- International Organization for Standardization (ISO)
- International Electrotechnical Commission (IEC)
- Federal, State, County, and local environmental regulations.
- National Fire Protection Association (NFPA)
- IEEEC2, National Electrical Safety Code
- National Electrical Code 2011 (NEC)
- Norma Sismo Resistente" (NSR) – 2010
- Telecommunications Industry Association (TIA)

The NSR is a Colombian earthquake building code that is mandatory for all construction in Colombia. Where discrepancies in the referenced standards and the contract requirements occur, the more stringent requirements shall govern. The word "should" shall be interpreted as a requirement. If this occurs, the contractor shall immediately notify the PE/COR.

1.6 Project Schedule. Offerors shall save the project schedule utilizing the Critical Path Method (CPM), Program Evaluation & Review Technique (PERT) or Gantt chart. The contractor shall include an Activity Hazard Analysis (applicable to all types of work to be performed) that is to be held in advance of any special features of work such as site preparation. The project schedule shall validate expected completion dates, execution time of each phase, mid-point completion of project and monetary values for progress invoicing. There shall be periodic worksite inspections by the KO or a representative throughout the project Period of Performance (POP). The POP includes final cleanup. Any changes to the original schedule used for award may result in an equitable adjustment for consideration to the Government for breach of contract.

1.7 Contractor Records/Progress Reports. The Contractor shall certify all completed work on a bi-weekly basis and provide bi-weekly progress report to the KO and PE/COR. The reports are due on Tuesday, before 1300 hrs.

1.8 Project Managers/Superintendents.

1.8.1 The Contractor shall provide a Project Manager (PM) who shall be responsible for the performance of all work. The name of this person and an alternate(s) 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. Replacement personnel shall be equally or better qualified than the first.

1.8.2 The PM or alternate shall be physically present at the worksite between the work hours stated in section 1.6.3. This excludes U.S. Federal or Colombian holidays. The Contractor shall provide contact information for the PM and alternate(s) for duty and non-duty hours (to include evenings, holidays, and weekends) to the KO and PE/COR.

1.8.3 PMs shall be responsible for overall management and coordination of this contract; directing the onsite work; materials; resolve construction issues; and provide information about work progress to the PE/COR. The PMs shall be highly knowledgeable of the project's progress and be bi-lingual (read/speak English and Spanish fluently). PMs shall be available to meet with U.S. Government personnel, designated by the KO, within 30 minutes unless otherwise coordinated. After duty hours, the PMs or alternates shall be available within two (2) hours.

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

a. Contractor delivers the drawings, tests, material samples, etc. to the PE/COR for approval.

b. Contractor delivers a list of the complete names of personnel on site, with identification card numbers and place of issue to base security personnel for investigation and entry permits.

2.1 Drawings: All structural, architectural, hydro-sanitary, electrical drawings, communication system drawings shall be provided to the PE/COR for approval within 15 days of award. All drawings shall be developed by an engineer certified in that particular discipline, and comply with appropriate codes.

2.1.1 Structural and Architecture Drawings: Comply with "Norma Sismo Resistente" (NSR) – 2010.

2.1.2 Hydraulic, Sanitary and Rainwater Drawings: Comply with UFC 1-200-1.

2.1.3 Electrical Drawings: Drawings and specification shall consider electrical consumption of the building plus an additional 30% and shall comply with NTC 2050. The Contractor shall verify that the value of the resistance is the required value of (<5 ohms).

2.1.4 Communication System Drawing: Drawings and specifications shall comply with all applicable American standards or Colombian if no American standard exists, or the most stringent code.

2.2 Soil Study: Contractor shall provide a soil study for PE/COR approval within 15 days of contract award, and before construction may begin in accordance with NSR-10 code. Contractor shall design concrete slabs on floor IAW maximum vehicle permitted in Colombia.

2.3 Surveying and Layout: A field book shall be kept on the T-shaped rod sighting points and grade (niveletas) levels, while allowing for ground settlement. The contractor is responsible for surveying the terrain levels from the Bench Mark Survey (BMS), base lines, topographical points, perimeter limits, and other control elements necessary to identify the terrain localization and/or elevation.

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

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

2.6 Superintendent Engineer/Architect: The Government will consider the extent to which the proposed Superintendent Engineer/Architect has experience on projects equal to or greater than the work required for this

project in terms of scope and magnitude. The resume shall be provided to the PE/COR for approval, before work may begin.

2.7 Licenses and Permits: The contractor shall obtain all licenses and permits required for this work IAW Aeronaútica Civil requirements and complying with all applicable Host Nation laws, rules and regulations.

3.0 DETAILED ACTIVITIES:

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

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

- Concrete foundations.
- Concrete slab with metal deck for the building.
- Concrete columns, aerial beams, roof beams, lintels and confinement structure for walls.
- Concrete slab sub floor.
- Sidewalks for the entrance of the building and around the building shall be constructed and shall be at least 1,0 m wide and 10 cm thick.
- Concrete mix design shall comply with at least 3000 psi at 28 days strength, IAW structural designs and soil study.

3.2.1 Concrete Forms: The PE/COR shall approve the formworks and molds, steel reinforcement, rebar arrangement, overlaps, and all related details, seven (7) days prior to the actual pour date. The forms and supports shall have the necessary resistance and rigidity to support concrete, without localized settling over (0.001) mil of light. The supports shall be arranged to never stress the completed parts of the project at a level higher than one third (1/3) of the design stress. The joints in the forms shall not have slits bigger that 3 millimeters to avoid grout losses, but still have enough room to avoid boards (when using wood) from shrinking and deforming due to inclement weather.

3.2.2 Concrete Pour: All forms and molds shall be cleaned, and dampened with a non petroleum based stripper. Pours shall be in one continuous operation per section. All soft concrete shall be compacted, preferably with a vibrator to ease it around embedded installations. For initial installation of clean concrete, the Contractor shall ensure the poured concrete creates a clean area of thickness = 0.05m. The Contractor shall install the reinforcement for footing and concrete IAW the Contractor's drawings. The pour shall be protected from inclement weather and the exposed concrete surface kept constantly damp for the first seven (7) days.

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

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

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

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

3.3 Conventional Masonry: The Contractor shall ensure that all walls be conventional masonry in No. 5 type blocks. Walls shall be plumb, seating blocks in mortar at a 1:4 ratio, forming joints not thicker than 1.5 cm. Blocks with strengths and dimensions specified by structural drawings shall comply with quality and standard dimensions. A sample of block shall be provided for PE/COR approval a minimum of eight (8) working days prior to installation.

3.4 Metallic Structure: The Contractor shall ensure that all materials, equipment, tools, and labor are provided for the complete installation of the metallic roof / siding structure. This shall include but not limited to the supply and installation of the required anchors to support covered areas. All metal work shall be painted with industrial anticorrosive paint at 3mils thick, and 3mils thick enamels The Contractor shall provide, for PE/COR approval, patterns for placement, anchor and bolt examples, and all steel elements to be embedded in the concrete, 8 days before installation. The design of welded connections, electrodes, filler metal, labor, inspections, and tests shall follow standards determined by the latest American Welding Standards (AWS) and American Institute of Steel Construction (AISC) editions. Welding samples, methods, and electrodes shall be approved by the PE, before installation may begin. If doubts arise about a weld sample, the PE/COR shall order trepanation tests at no cost to the government. If deficiencies are found, then all welds shall be checked, and re-welded. The joint plates for columns shall be joined by welding each side of the plate, with a minimum length of ½ the length of the plate

3.5 Roof / Siding: The Contractor shall install a thermo acoustic roof tile tied to the metallic structure. In addition, the Contractor shall install rainwater channel and downspout connected to rainwater system avoiding cross the Hangar slabs. The Contractor shall seal roof overhang using fascia or screens. The Contractor shall anchor the new roof frame structure to the bond beam rebar where required IAW the Contractor's drawings.

3.6 WATER NETWORKS

The Contractor shall ensure that all materials, equipment, and labor necessary for the complete installation of a potable water distribution network, and wastewater drainage systems, according to the National Plumbing Code (NPC), the American Water Works Association (AWWA), and NTC 1500.

3.6.1 Main Water Feed: The Contractor shall construct the main water feed to the existing aqueduct. The Contractor shall construct the required concrete tank with the volume of water IAW hydraulic calculations and NTC 1500. The Contractor shall construct the house connections in PVC IAW diameters provided in the Contractor's drawings, and the manufacturer's instructions. The Contractor shall meet established norms in plumbing code NTC 1500, and be responsible for the inspection of all plumbing materials. The Contractor shall ensure each end of the pipe is secured. The water network shall be subject to three hydraulic tests of constant pressure of 150 psi not less than 12 hours for approval by the PE/COR. The first test shall be accomplished prior to filling trenches or covering pipe, the second test shall be done after filling, and the final shall be executed 15 days before completion of the project. Pipe to be used shall be PVC RDE 21 or better. A register (water valve) shall been installed.

3.6.2 Hydraulic Network: The Contractor shall ensure that all the internal hydraulic networks for the facilities, according to PE/COR approved drawing provided by the contractor. After approval, they shall become part of the contract specifications. This includes all hydraulic networks (pipes, fittings, valves, outlets, and accessories) needed for the bathroom area.

3.6.3 Rainwater Network: The Contractor shall ensure that the network shall be an easy to maintain system. Concrete gutters shall be on the contiguous slope and drain to the site indicated in drawings. The contractor shall assure

3.6.4 Sanitary/Sewage Network: The contractor shall ensure that all sanitary networks, including sewage collector, internal networks (baths), and ventilation; IAW the Contractor's drawings. The Contractor shall build a discharge section according to the drawings, constructing boxes for suitable operation and respective discharge points.

3.7 ELECTRICAL NETWORK: This includes the entire electrical wiring and lighting

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

NOTE: Wiring shall fulfill the following requirements:

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

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

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

3.7.2 Electrical Facility Connection: The Contractor shall ensure that underground electrical facility connections are of Polyvinyl Chloride (PVC) pipe and include a distribution switchboard and other elements in approved drawing. The main electrical feed and entire distribution system shall comply with NEC. This item includes that Contractor shall have to transport, supply, and install one (1) 75 KVA transformer to 220/600V. Transformer shall comply with NEC.

3.7.3 Internal Electrical Installations: The Contractor shall ensure that all electrical networks are in accordance with NTC-2050. Cable shall be Thermoplastic Heat and Water Resistant Nylon Coated (THWN). The Contractor shall provide calculation records showing actual load and estimated reserve charge with cable caliber for PE/COR approval before contract acceptance. All outlets shall be grounded, and ensure they meet the needs of the project. The installation of all electrical system conduits and cabling system wires shall be of Electrical Metallic Tubing (EMT) ducts or conduits and/or metal cable trays, if they are exposed. If not, PVC conduits shall be used.

3.7.4 Grounded system: The Contractor shall ensure that grounding is executed in accordance with approved drawings.

3.7.5 Lighting: The Contractor shall ensure all areas provide a minimum of 400 luxes. Lighting levels shall be verified at least 1 hour after dark. Switches shall be located at the right hand of each door. Lights and accessories shall be firmly attached to the surfaces of the building with the correct suspension system. Embedded lights shall be flush so that light is not filtered through the slab and the molding.

3.7.6 Electrical Outlets: The Contractor shall deliver and install the electrical installations include enough double electrical outlets (110 Vol and 220 Vol) to the offices and hangar, IAW all electric regulations. Non-regulated power circuit shall be installed with ground connection, observing the following conditions:

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

3.7.7 Structured Cabling System: The contractor shall include the provision, mounting, operation of the structured cabling system for the facilities IAW all specifications in item 5, 15 and comply with appropriate codes.

- Hereunder is the description of the activities to be executed as part of the installation on the structured cabling network:
  - a) Equipment, material and element management. This includes loading, transportation, unloading and removal of debris, all at the risk and cost of the offeror.
  - b) Management, storage and control of materials at the worksite by offeror.
  - c) Delivery and installation of elements and materials associated with the installation of this network such as conduits, pipes, pull boxes, ducts, patches, supports, labels and other accessories required in the installation, which costs shall be borne by the offeror.
  - d) Delivery and installation (connection) of structured cabling material such as UTP cables, multi pair cables, optic fibers, optic fiber and copper connectors, connection panels, plastic covers, optic fiber trays and other cabling elements necessary to totally conclude the installation. Performance and quality assurance tests shall be included as indicated hereunder. All costs associated with these activities shall be borne by the offeror.
  - e)Marking and labeling of all elements of structured cabling and of installation such as cables, information outlets, panels, conduits, racks, cabinets, etc. in accordance with the specifications under standard TIA/EIA 606A. All costs arising from this activity shall be included in the offer submitted by the offeror.
  - f) The proponent shall take into account in its budget, the costs it shall incur during the contract such as perforation of walls, floors, removal and installation of ceilings, paint repairs, etc.
  - g) The structured cabling project subject matter of this quote corresponds to the installation of at least twenty three (23) points or cabling outlets, located in accordance with the information contained in the drawings belonging to this project.

System Description: the structured cabling system shall include elements that comply with standard TIA/EIA 568B.2-1 for Category 6 and other provisions previously mentioned in this condition, where the features for installation, marking, ground connections, etc. are indicated.

For the purpose of unifying criteria, for the structured cabling system of the building the following subsystems are defined:

- **Workstation Subsystem:** including of cables, connectors, adaptors, and outlets to allow the connection of terminal equipment (final users) to information outlets.
- **Horizontal Subsystem:** this subsystem is containing of horizontal cabling that connects each information outlet to the respective floor cabling center.
- **Backbone Subsystem:** comprised of cables (fiber and/or copper) that connect the different cabling systems of the building with the main cabling center.
- **Management or Main Cabling Center Subsystem:** from here the backbone subsystem shall start to connect each horizontal cabling center; it includes connection panels type RJ-45 for Copper and Tray for Fiber.
- **Subsystem Technical Characteristics:** all the elements of the structured cabling comprising the communication channel shall be of a single brand produced or manufactured by a single manufacturer in such way that total electronic compatibility between cabling elements is ensured and deteriorations in network performance are prevented.

Workstations Subsystem: The workstation subsystem is comprised of the following elements:

- Workstation patch cords: Patch cords to connect the final user equipment shall have type RJ45 plugs on both ends. The cable used for these patch cords shall be flexible cable (stranded conductors) of copper twisted pair and must have the same nominal performance characteristics of specified horizontal cabling.
- The length of these patch cords shall be between 9ft and 10ft.
- The Patch Cords shall have a system to control the stress arising from the installation process and from use. This system may be a metal ring in the interior of the RJ 45 plug, sleeve or external plastic cover or any other system designed for this purpose. This system shall be an integral part of the manufacturing process of the patch cord at the respective plant.
- The above patch cords shall be original from the plant; they shall be delivered in their original packaging such as they leave the manufacturing plant. Locally manufactured patch cords shall not be accepted.

Patch panels: For the cabling center configuration, patch panels shall be used with a capacity of 24 or 48 ports RJ-45 that meet transmission and performance requirements of the communication channel as established in standard TIA/EIA 568B.2-1 for category 6.

- The actual effective width shall be 19” and the connection system of each pair of the UTP cable to the patch panel shall be IDC. It is desirable for the IDC connection system to have a control mechanism of pair parallelism and useful to prevent additional next problems at the site of connection.
- These patch panels shall include the corresponding accessories such as identification labels, screws, cable attachments elements in the rear part. It is desirable for the patch panel to include cable organizers in its front part.
- Said panels shall be composed by RJ-45 port modules that are interchangeable for optic fiber module SMFF type and that the patch panel can have copper and optic fiber ports simultaneously. Optic fiber modules shall have at the rear, the fiber retaining support to allow preservation of the curvature required in the standard and thus ensure performance.
- Patch Panels shall have a rear support to tie UTP cables for the purpose of preventing deterioration of the same, organize them and maintain a correct curvature radius cable tying to this organizer support must be made with holders to prevent problems of cable deformation due to excessive pressure of nylon tapes.

- The patch panels shall allow for UTP cable tying on the front part, this for the purpose of facilitating inspection and installation of new cables, particularly in places with little work space.
- The panels shall support at least 200 termination cycles and have a useful life cycle equal or greater than 750 insertions of RJ-45 type plug.

3.7.8 Utilities Connections and Excavations

3.7.9 The U.S. Government will not provide any utility connections. It is the Contractor's responsibility to provide any generators required to operate their equipment at their own expense. The Contractor is also responsible for providing potable water daily at the worksite for all employees at the Contractor's own expense. If a water truck is planned, the Contractor is responsible for providing registration information with Contractor's equipment listing.

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

3.7.11 Voice and Data Network: Contractor shall annex manufacturer certificates of application and list of credits of the wiring to be installed. Patch cords shall be certified by the manufacturer. Contractor shall provide and install twenty three (23) voice and data points in the Offices areas.

Characteristics of installation, fabrications and test shall fulfill the following standards

EIA/TIA-568B.1	Commercial Building Telecommunications Standard.
EIA/TIA-568B.2	100-ohm twisted-pair cabling standard.
EIA/TIA-568B.2-1	Category 6.
EIA/TIA-568B.3	Optical fiber cabling Standard.
EIA/TIA-569A	Commercial Building Standard for Telecommunications pathways and spaces.
EIA/TIA 606A	Administration Standard for Commercial Telecommunications Infrastructure.
EIA/TIA 607	Grounding and Bonding Requirements for Telecommunications in Commercial Buildings
ISO/IEC 11801	International Organization for Standardization / the International Electro technical Commission. Specifies generic cabling for use within commercial premises. Single or multiple buildings on a campus.

- Contractor shall provide enough patch cord to the rack and workstation, in order to leave the complete network working.
- The cable shall be category six (6) (TIA/EIA 568B.2-1 Category 6). All the points for voice and data shall be certified properly, remembering that the certification equipment shall be perfectly calibrated and to have the type of ends necessary to certify this category. It shall be certified in the "channel" operation mode.
- All the lines for electrical outlets shall be stacked in a box. It shall not accept derivations or pipe unions. All the current outlets shall be 30mt high. Lines shall be differentiated as regulated & none regulated and marked with their respective voltage. The system shall be left ready so the energy can be driven from the generator, through a system of automatic transfer.
- Submit the Electrical engineers Professional card of the Engineer who shall be part of the team working on this project.

3.7.12 Regulated Power Circuit: The contractor shall supply and install regulated power circuits fed from the control panel of power circuits. Each workstation shall have a double power outlet of regulated power circuit with ground connection, observing the following conditions:

- Each circuit shall be conformed to support a maximum of five (5) double power outlets.
- Each double power outlet shall be fully identified and shall have an additional label with the sign.
- The inlet and outlet of circuits shall have on the end pressure connector or non-welded terminal.
- Only one cable shall be installed in each inlet.

- Double power outlets shall be an isolated pole, hospital type, in orange.

3.7.13 UPS (Unit Power Supply): The contractor shall supply and install a UPS of 15 KVA, with a minimum support of 20 minutes to support the total amount of computer outputs. This equipment shall have as a minimum a one year warranty. The electric installation for the UPS shall be conducted in the cabling center, by an exclusive circuit, the same as all the ducts, pull boxes, conductors, accessories, distribution panels for two circuits, mono phase output, ground connections, label, tools, transportation and other expenses arising from the development of these works, as well as the verification and maintenance of the ground connection installation for the general distribution panel. UPS installation: The contractor shall deliver the connection for the installation of one UPS ON-LINE for the protection of circuits. UPS Input and Output connection: Connections shall be carried through with the following characteristics:

- 5 conductors
- Inlet, outlet, bypass automatic totalize
- Set of installation accessories
- Control panel
- Identification labels for each circuit, inlet, outlet, panel, etc.

4.0 FINISHING:

4.1 Wall Tiles: The Contractor shall install wall tiles in the restrooms and kitchen. Wall tiles shall be in "Ebro 972" type 20 cm x 20 cm or similar up to a height of 1.70 m for the baths. The Contractor shall ensure to provide metallic end caps and install in a professional manner. Colors, styles, types and sizes shall be approved by the PE/COR a minimum of eight (8) working days prior to installation.

4.2 Floor Tiles: The Contractor shall install floor tiles made for high traffic. All the areas shall have broom guard using the same material. Colors, styles, types and sizes must be approved by the PE a minimum of eight (8) working days prior to installation.

4.3 Carpet: The contractor shall supply and install modular carpet tiles made for high traffic in the office spaces. All the areas shall have broom guard in wooden material. Colors, styles, types and sizes must be approved by the PE/COR a minimum of eight (8) working days prior to installation.

4.4 Stucco: Stucco shall have a 1:3 mix ratio and a minimum thickness of 1.5 cm. Within the interior of the facility, the Contractor shall apply waterproofed stucco in all wall areas up to a height of 0.3m and non-waterproof stucco for the rest of the walls. Within bathrooms, water-proofed stucco shall be installed at full wall height. The Contractor shall install non-waterproof stucco on the exterior walls of the facilities throughout. All stucco walls inside of the facilities shall have plaster on it.

4.5 Exterior and Interior Painting: The Contractor shall paint all walls, exposed columns, exposed beams and exposed concrete structures with three layers of "Viniltex" (or similar) paint for interiors and "Koraza" (or similar) for exteriors. Ceilings, eaves, and any other part specified in the plans shall have two (2) coats of acrylic high quality weather resistant paint.

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

4.7 Windows: The contractor shall provide and install aluminum windows with their frames. Accessories shall be included such as fasteners, hardware, and anchors. The contractor shall include in this item the glass 6mm thickness. The Extruded aluminum shall be 6063-T5 alloy and temper with a minimum ultimate tensile strength of 22,000 psi. Comply with ASTM B 221. Style and type shall be approved by the PE/COR a minimum of eight (8) working days prior to installation.

4.8 Doors: The Contractor shall provide and install doorframes to include supply, transport, installation, all finishing accessories, and lintel. The Contractor shall install cold rolled laminate caliber 18 doorframes with two coats of anticorrosive and enamel paints at a minimum of 3 mils thick and solid wood shelves painted with two coats of enamel minimum 3 mils. Between each coat, the surface shall be lightly sanded with a fine sandpaper No.6/0, 200 or finer.

4.9 Stainless Steel partitions & doors: The Contractor shall provide and install stainless steel partitions & doors for all restroom areas as shown in the attached drawings. Contractor shall provide all door accessories required for installation. Style and type shall be approved by the PE/COR a minimum of eight (8) working days prior to installation.

4.10 Drop Ceiling / Interior: The Contractor shall have to provide and install a drop ceiling in dry wall. Drop ceiling will be horizontal. This item includes all accessories and supports to install this. Colors, styles, types and sizes must be approved by the PE/COR a minimum of eight (8) working days prior to installation.

4.11 Bathrooms: The Contractor shall provide restroom facilities with bath apparatuses and all connections and fittings required for sinks, urinals, and toilets. The restrooms shall also include one (1) paper holder for each toilet, one (1) soap dispenser for each sink, and one (1) floor drain for each restroom area. The dimensions shall be in accordance with the final drawings approved and IAW the final user specifications. The Contractor shall provide and install metallic protection in all the corners of the bath walls. The Contractor shall also provide and install bevel mirrors located above each respective sink with dimensions of 0.90 m in length and 0.50 m wide.

Each respective restroom facility shall have the following as IAW the schemes provided by the Government:

- Men's Bathroom (1st & 2nd Floor): One (1) toilets and one (1) urinals, two (2) continuous sinks, two (2) bevel mirrors
- Women's Bathroom (1st & 2nd Floor): Two (2) toilets, two (2) continuous sinks, two (2) bevel mirrors

5.0 FIRE PROTECTION SYSTEM RELOCATION:

5.1 Relocation of fire protection system: The Contractor shall remove and install all the fire protection system from JLSF to new location IAW drawings develop in item 2.1. This includes all pressure system, water pump, switchboard and all the electrical and hydraulic installations and connection required for its operations. Also this item includes supply and installation of the fire cabinets. This must be approved by the PE/COR a minimum of eight (8) working days prior to installation.

5.2 Fire protection system room: The Contractor shall build a room IAW item 2.1 and take in account all specifications and standards that applied in item 3.0, in order to relocate the fire protection system, a water pump and locate two (2) 1000 L (2) tanks, type "Colempaques" or similar with respective floats (as requested in item 3.6.1) to supply water for the facilities. This must be approved by the PE/COR a minimum of eight (8) working days prior to installation.

5.3 Relocation of water tanks (fire protection) from JLSF: The Contractor shall remove and install all the water tanks from JLSF to new location IAW drawings develop in item 2.1. This includes all hydraulic installations and connection required for its operations. This must be approved by the PE/COR a minimum of eight (8) working days prior to installation.

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

6.1 Cement: The Contractor shall ensure that the cement used in the cement mixtures shall be Type 1 Portland cement (normal) and meet all American Society for Testing Materials (ASTM) C150/C150M-09. If the

project site has high sulfate content, Type V Portland cement shall be used. The Contractor shall provide additive specifications where required.

6.2 Concrete: The Contractor shall ensure that all recommendations of the American Concrete Institute (ACI) Committee Report 301M-99 (Specifications for Structural Concrete for Buildings) and Colombian specification (NSR-10) shall be followed. All other concrete operations shall follow the Building Code Requirements for Reinforced Concrete ACI 318M-08. All the standards of the ASTM are mandatory. The specified compression resistance shall be measured at the rupture in cylinders measuring 15cm x 30 cm (6 in x 12 in), after 28 days, according to the ASTM C39/C39M-10 standards. All concrete shall have an overlap no greater than three (3) inches. Concrete used for the foundation formworks, columns, retaining walls, joints tied to the foundation, load and tie joints and remaining structural elements, shall have a compression resistance of 210 Kg/centimeter2 (3000 lb/square inch). The resistance to fluid concrete for the filling of the reinforced masonry blocks shall guarantee a minimum of 140 Kg/centimeter2 (2000 lb/square inch).

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

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

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

6.6 Welding: The Contractor shall ensure that electrodes be class E60 x AWS for structural steel and class E70 x AWS for rebar with a stress flow of 2,800 Kg/square cm (40 ksi). All structural steel elements shall be joined with the electric arc process using E 60 xx electrodes that comply with the ASTM-233 specifications. For rebar welding if required, welded ties shall conform to American Welding Society (AWS) D 1.4/D 1.4M standards, and develop at least 125% of the flow resistance specified.

6.7 Laminated Structural Steel: The Contractor shall ensure that all structural steel, be new and comply with "Design Specifications, Fabrication and Erection for Structural Steel Buildings" of the American Institute of Steel Construction (AISC) or NSR-2010 and shall be type ASTM A36/A36M-08 as certified by a laboratory, with stress in the flow limit of 2,531 Kg/square cm (36,000 lbs/square inches). Structural cross-sections shall be bent cold, and parts cut when indicated. Cuts shall be with fine nozzle oxyacetylene, but preferably with a saw for cross-sections.

6.8 Masonry Unit Blocks: The Contractor shall ensure conventional masonry (Prensado Santafe type bricks with uniform size, color, and texture). The compression resistance shall be fm= 95 Kg/cm2 (1,350 ksi). The Unit Blocks shall be suitable for load bearing applications, and free of defects. Minor cracks from manufacturer or minor chipping from handling are not grounds for rejection. Five percent with chips less than 25.4 mm (1 in) in any dimension, or cracks not wider than 0.5 mm (0.02 in) but not longer than 25% of the nominal height of the unit are permitted. A sample of the block shall be provided for PE/COR approval a minimum of eight (8) working days prior to installation.

6.9 Bath Apparatus: Bath apparatuses shall be Lavatory Nova Type 07388/102 or similar, and toilets of type "Avanti" or similar. Colors, styles, types and sizes must be approved by the PE a minimum of eight (8) working days prior to installation.

6.10 Electrical Materials: The Contractor shall ensure that all materials be new and from accredited companies. All work shall be performed according to the best trade practices, using specialized personnel. All defective or damaged materials and equipment shall be replaced at no cost to the government. The manufacturer data for the panels and sub-panels, conductors, layout conduit and accessories, light switches, wall sockets, controls, inside and outside lights, transformers, and medium frequency structural elements shall be given to the PE/COR for approval, before installation.

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

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

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

6.10.4 Register Boxes: The Contractor shall ensure that the boxes be the appropriate size and type to hold the amount of conductors in accordance with Colombian regulations. Unnecessary perforations of the boxes and accessories, shall be filled. Circular outlet boxes are not allowed. All boxes and accessories shall be galvanized steel, and be octagonal, square, or rectangular. All boxes exposed to the weather, shall be weather resistant. Outlet boxes for lighting units shall be installed on the surface, and be 4' x 4'' octagonal or square. Lights embedded in concrete or masonry shall be level, and the unit boxes installed during laying operations. When lights are installed on false ceilings, one register box shall be attached to the conduit, and another to the light unit. When the unit box allows, a metal flexible unit may be installed.

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

6.10.6 Light Switches: The Contractor shall provide all light switches for the electrical outlets IAW the electrical drawings approved by PE. All shall be connected with the "on" in the up position. Light switches shall be connected so they never interrupt the neutral conductor, or connected to a hot line. Light switches shall be at a height of 1.20 m above the finished floor. Light switches shall be one (1) pole or two (2) poles and moved two

ways, for 15 amps, 120 volts, AC, lever operation, National Electrical Manufacturers Association (NEMA) standard, Specification Grade, silent type.

6.10.7 Lights: The Contractor shall ensure that lights and accessories be firmly attached to the surfaces of the building with the correct suspension system. Embedded lights shall be flush so that light is not filtered through the slab and the molding. Fluorescent lights shall be equipped with a reactor ballast for a high power factor (cos Ø: 0.9) approved for service at the indicated voltage. Cool white lamps shall be used. The lighting shall be wraparound, fluorescent T8 2x32W, and against dust, moisture and humidity. Ballasts with two (2) tubes are preferred whenever expedient and have protection. Incandescent lights shall be approved for 120-volt service and equipped with sockets. The candlelight shall have a nominal voltage of 120 volts, and frosted. All lamps used in construction shall be replaced with new lamps, before final contract acceptance.

6.11 Wastewater and Potable Water Equipment, Pipes, and Accessories: The Contractor shall ensure that the systems shall be constructed with PVC Schedule 40, specifications ASTM D3034-08, ASTM D2729-11 and ASTM D2241-09. Accessories shall be according to ASTM D2655-10. All valves shall be free of defects and have manufacturer label.

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

For wall tiles on restroom areas the Contractor shall use 0.20m x 0.20m first class, white tiles or similar. Portland ASTM C150/C150M-09 type II cement shall be used with the tiles to include whitewash with white marble dust.

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

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

6.15 Structured Cabling System: The Contractor shall ensure that the structured cabling system includes:

- All materials of the Structured Cabling System, ensure compliance with all the provisions in the standards issued by TIA/EIA such as TIA/EIA 568B, TIA/EIA 569B, TIA/EIA 606A and TIA/EIA 607 regarding to the specification and installation of the structured Cabling System for Commercial Buildings.
- For the analysis, evaluation and control of the quality of the optic fibers offered, specification included in ISO/IEC 11801 standards shall also be valid.

Note: All metal elements used in the installation such as trays, stairs, conduits, racks, cabinets, etc. shall have ground connections in accordance with standard TIA/EIA 607.

Cabling System Standards and Regulations: The elements of the structured cabling offered by the proponent shall observe the stipulations of standards and regulations indicated under these conditions and those listed hereunder:

- EIA/TIA. Standards
- ISO/IEC 11801 the International Organization for Standardization /the International Electro Technical Commission, Specified generic cabling for use within commercial premises. Single or multiple buildings on a campus.

Elements of structured cabling shall be understood as the set of all components used in the construction of the network such as:

1. Workstation Patch Cord
2. Information Outlet
3. UTP Cable
4. Patch Panel
5. Management Patch Cord
6. Copper multipair cables
7. Copper Systems Type 110 Strips
8. Optic Fiber Connectors
9. Fiber Interconnection Trays
10. Optic Fiber Cables
11. Optic Fiber Patch Cords
12. Cable Organizers
13. Protection Panels and Fuses
14. Adaptors

Racks or cabinets: cabling centers may be racks or closed cabinets with defined areas for services associated with each workstation and meeting the following specifications:

The contractor shall deliver and install racks or cabinets with a height that, after full installation of cabling components, leaves a 30% of free space for the installation of communication equipment. The effective free width shall be 19”. The depth shall allow the installation of active equipment leaving the space required by the manufacturer of the equipment for proper ventilation. The cabinet shall be presented in such manner that upon closing the door it shall not affect the curvature of the patch cords installed for system management.
The cabinet offered shall be closed with a front door in tempered glass with security lock and top and bottom rods to attach the door to the structure.
It shall have four wheels with brakes
It shall have a rear door, dismountable and rear covers for the entry of cables both at the top and at the bottom
The two doors, front and rear shall be removable
Universal grounding system
Electrostatic paint for exteriors color (to be chosen by PE/COR)
Two ventilators on the top part of the lateral covers, with grids
Light system attached to the interior top cover
Two independent feeders power circuits with 8 independent power multi outlets.
Lateral covers, top and rear dismountable. For management and handling of extensions or patch cords and of the cable that enters the cabinet from the outlet in work areas. There shall be at least one plastic spiral organizer per cabinet.
2 Switch 24 ports Level 3 (L3), 10/100/1000, with port to optic fiber, ref. 3COM (IAW Approved drawings)

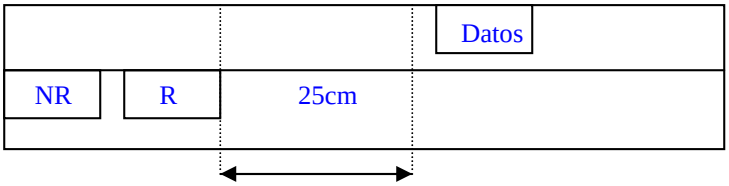
6.16 Voice and Data Network Cables: Characteristics of installation, fabrications and test shall fulfill the following standards:

The cable Category 6 shall fulfill the following performance standards, measured in 100 meters with 4 connections

Frequency (MHz)	Insertion Loss (dB)	NEXT (dB)	PSNEXT (dB)	ELFEXT (dB)	PSELFEXT (dB)	Return Loss (dB)
1	2	75,4	73,8	75,2	74	25
4	3,8	73,4	72,3	63,1	61,9	25

8	5,4	68,6	67,4	57,1	55,9	25
10	5,9	67	65,8	55,2	54	25
16	7,5	63,6	62,4	51,1	49,9	24
20	8,4	62	60,8	49,1	47,9	23,5
25	9,4	60,4	59,1	47,2	46	23
31,25	10,6	58,8	57,5	45,3	44,1	22,5
62,5	15,3	53,8	52,4	39,2	38	20
100	19,8	50,3	48,9	35,2	34	18
200	29,2	45,2	43,7	29,1	27,9	15
250	33,3	43,5	42	27,2	26	14

- The data network shall be canalized in a channel with antistatic, screened painting and with an internal division for communication cables and energy; each cavity shall have to maintain forty percent of its capacity free. For purposes of installation of data points, the buses and data exits are left separated from energy at least 25cm as indicated in the scheme shown below:



- Certificate provided by the Inc. Underwriters Laboratories - UL to the manufacturer of offered products in where the performance of the communication channel of wiring of 100 meters is approved, with 4 connections, in two configurations with different distances. Elements indicated in certificate UL shall be the same to the offered.
- Letter signed by a legal representative that it indicates that the elements to install the wiring structured that conform the communication channel shall be from ONLY one brand (Specify the brand in this letter).
- Catalogues or copies of the detailed specifications (they can be in English or Spanish language) to include as a minimum the following elements for the accomplishment of the project:
  Electrical net: Wiring, Breakers, outlets and canal
  Networks Logics: Wiring, jacks, patch panel

7.0 <u>Deliverables upon Completion of Project.</u> The Contractor shall deliver the following items:

7.1 A final inspection: A final inspection shall be completed by the KO/PE/COR to ensure all items were completed in accordance with the SOW, and any punch list items were corrected, before final payment approval will be given by the KO**.**

7.2 Three (3) compact disks containing the electronic project files including solicitation, contract, specifications, project final report, bi-weekly progress reports, topographic survey, as-built drawings, and photos given to the PE/COR and KO.

7.3 One (1) copy of the corresponding equipment/materials manuals to the PE/COR.

7.4 Failure to provide requested deliverables as specified above shall be cause for withholding progress payments and/or final payment until all deliverables have been received by the project engineer.

8.0 Performance Requirements Summary

SOW Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Monitoring Method	Remedy
Para 1.5	Compliance with laws, and safety standards	The Contractor shall comply with all current and future applicable labor laws, safety standards, and permit/licensing laws. The Contractor shall be responsible for paying all necessary insurance, and any other entitlements as required by the applicable labor law.	100% compliance required	PE/COR Surveillance; Periodic inspection.	Non-compliance may result in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 1.6	Periodic Progress Inspections	There shall be periodic progress worksite inspections by the KO or a representative throughout the project Period of Performance to determine that the contractor is maintaining the current schedule.	100% compliance required	PE/COR Surveillance; Periodic inspection.	Non-compliance may result in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 1.7	Compliance with required reports	Contractor shall provide bi-weekly, progress reports as required by the Government in the format agreed to between the Contractor and the COR. These reports shall include, but are not limited to the following: Situation reports, progress reports, and meeting minute reports. Other reports may also be required by COLMIL and/or USMILGP-COL Contract section.	100% compliance required	PE/COR Surveillance; Periodic inspection; Customer input	Non-compliance shall be corrected immediately at no additional cost to the Government. Violation may result in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 1.8	Contractor Project Manager experience and qualifications	The contractor's project manager shall be fully qualified personnel and possess the training, skills, and experience to satisfactorily perform the required construction, as indicated in this SOW. The Contractor's proposal shall include resume information on the potential work personnel for COR/PE approval.	100% compliance required.	PE/COR Surveillance	Non-compliant project managers shall be replaced immediately at no additional cost to the Government. Violations may result in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 7.1	Final Inspection	A final inspection shall be completed by the KO/PE/COR to ensure all items were completed in accordance with the SOW, and any punch list items were corrected, before final payment approval will be given by the KO.	100% compliance required	PE/COR Surveillance; inspection.	Non-compliance may result in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.

INSTRUCTIONS TO OFFERORS

1. GENERAL. This procurement will be awarded as a Lowest Priced, Technically Acceptable (LPTA) contract, considering past performance. The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government may reject any or all responses if such actions are in the public interest and/or waive informalities and minor irregularities in the submitted offers. The Government reserves the right to cancel this Request for Proposal (RFP) and make no award. By responding to this RFP and submitting a proposal in response to the RFP, the Contractor understands that the Government shall not be liable for any costs incurred by the Contractor in response to this RFP.

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

a. Electronic Submission. The Offeror shall provide a copy on their proposal as an electronic file. The proposal shall be e-mailed to Michael Haydo, Contracting Officer at Michael.haydo@tcsc.southcom.mil **before 1000 hours Eastern Standard Time (Colombia time) on 17 July, 2012.**

b. Solicitation Questions. Questions regarding this solicitation shall be submitted in writing to the Contracting Specialist by email at Michael.haydo@tcsc.southcom.mil. The Government will answer all questions provided that those questions are received **by 2400 hours (Colombia time) on 9 July, 2012.** The Government reserves the right not to respond to any questions received concerning this solicitation after the question receipt date and time above. Accordingly, Offeror's are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle.

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

d. Exceptions. If the Offeror takes exception to any of the requirements specified in this solicitation, the Offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Sections 00010 through 00800) and supporting rationale shall be included in 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 exceptions. Offeror's are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an Offeror's proposal unacceptable and ineligible for award.

3. QUALIFICATION OF OFFEROR: Offeror's must be technically qualified and financially 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. Be able to demonstrate prior relevant experience with suitable references.
c. Have the necessary personnel, equipment and financial resources available to perform the work.
d. Have all licenses, insurances, and permits required by local law.
e. Have no adverse criminal record.

f. 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 0005, Pages 3 through 5of RFP
00100	Attachment – Breakdown of Price Proposal
00100	Technical/Past Performance/Price Proposal
00600	Completed Representations/Certifications

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

5. PROPOSAL CONTENTS: Each Offeror's proposal shall be submitted as set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Proposals, which do not include the requested minimum information, may be eliminated from further consideration at the government's discretion. Proposal Sections shall be labeled by section (i.e., Section I - Price, Section II-Technical, and Section III-Past Performance.

Section I - Pricing Information and required documents

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

A complete response shall consist of a price response, and a cover sheet. The Offeror shall provide its 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, offer validation period of 60 days.

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

Offer and Section 00010 – Complete in its entirety the "Offeror" portion of the Standard Form (SF) 1442 contract line items pages 3 through 5. An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature.

Section 00010 –The Offeror shall insert its price from its price breakdown sheet with the project in the SF 1442 contract line items. The Offeror shall submit with its proposal the completed SF 1442 pricing schedule; otherwise, the Offeror's proposal shall be considered nonresponsive.

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

Standard Form 1442 (Complete blocks 14 through 20C); Price all Line Items; Attachment "Breakdown of Proposal Price" - Complete all applicable portions of this form in each relevant category (such as., labor, materials, etc.); and all of Section 00600.

Amendments – Acknowledge by signing any amendments issued out during this solicitation. Amendments may also be acknowledged in block 19 of the SF 1442.

Section II - Technical Response: No limit on the manufacturing specification sheets and warranty information. No limit on schedule.

1) Project Schedule. Offerors shall include in their technical proposal a complete project management schedule utilizing the Critical Path Method (CPM), Program Evaluation & Review Technique (PERT) or Gantt Chart showing the following major construction phases: 1) Drawings, 2) Excavation, site prep & soil study 3) Foundation, 4) Interior & Exterior Walls, 5) Water networks, 6) Electrical installation, 7) Utilities installation, 8) Filling and compacting material, 9) Voice & Data installation, and 10) clean up). The project schedule shall include float time within the 270 day maximum to account for down days due to inclement weather. The proposed schedule must include quality assurance inspections at the critical milestones of the project including site preparation, and concrete work as well as separately identify unique repair effort. The project schedule shall have expected completion dates, execution time of each phase, and mid-point completion of project.

2). Proposed Equipment/Materials Specifications: Offeror shall provide equipment and material specifications in the form of manufacturing specification sheets for the following items. Specific manufacturers' warranty information shall be provided. Offeror shall validate the number and width, depth, and maximum water level for all water crossings as they differ.

a) Cement block and concrete specifications and warranties
b) Bath apparatus and warranty
c) Electrical materials and warranties
d) Paint & varnish and warranty
e) Voice & Data Cabling system and warranty
f) Water network materials and warranties
g) Accessories such as windows, doors, ceiling materials, and warranties

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

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

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

References: In addition to past performance information above, provide a list of three relevant contracts that clearly demonstrate prior experience in construction projects, that were;

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

Provide the following information for each contact or project and describe:

Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

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

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

EVALUATION FACTORS
EVALUATION OF OFFERS

1. BASIS OF AWARD. The award will be evaluated on a Lowest Priced, Technically Acceptable (LPTA) basis, considering past performance. Subject to the provisions contained herein, the Government intends to award a single contract resulting from 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.

2. EVALUATION APPROACH. The evaluation processes consists of two parts; 1) Technical evaluation and Past Performance evaluation on a pass or fail basis and 2) Price.

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

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

3. FACTORS. The technical evaluation portion consists of Factors 1 and 2: Technical and Past Performance. Acceptability will include a review of each element in Factor 1 – Technical (Specifications and the Project Schedule) and Factor 2 – Past Performance. Each offeror's response will be evaluated Acceptable/Unacceptable. Those ratings will then be rolled into one overall factor rating. Any criteria element(s) rated as "unacceptable" will result in an overall factor rating of "unacceptable".

a. FACTOR 1 - Technical criteria elements consist of the following:

1) Project Schedule. The offerors' schedule will be evaluated for 1) Meeting the 240 day schedule divided into two separate phases for repair and new construction. 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, and 4) Includes slack time planned for weather related delays.

2) Proposed Equipment/Materials Specifications: The offeror's proposed material and equipment will be evaluated to ensure that the choices meet the specifications of the SOW and specifications of the solicitation.

3) Past Performance: The Government will evaluate the Construction projects or contracts submitted in order to evaluate both past performance and experience. Past performance relates to how well a contractor has performed on previous contracts. Experience pertains to the types of work and volume of work previously or currently being performed by the contractor that are comparable to the types of work envisioned by this requirement in terms of size, scope, complexity, and their relevancy. The Government may contact references to verify experience and past performance. If the Government is aware of contracts that meet the requirements of this solicitation but have not been included in the 3 contracts submitted, it may evaluate those contracts in addition to

those submitted. In the event an offeror has no relevant past experience, Offeror's may submit past performance information for 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 (unknown). 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.

b. FACTOR 2 – PRICE: Price is based on the sum of all CLINS minus the DBA. Price analysis will be performed to make a fair and reasonableness determination. Supporting documentation shall be included in the Price submission and breakdown of the prices.

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

ACCEPTABLE – Proposal clearly meets the minimum requirements of the solicitation.

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

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

ACCEPTABLE – Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown (See Note Below).

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

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

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

___ TIN has been applied for.

___ TIN is not required because:

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

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

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

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

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

(f) Common parent.

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

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-7	Central Contractor Registration	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	JUN 2007
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.248-3	Value Engineering-Construction	OCT 2010
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	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
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997

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

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JAN 2012)

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

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

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

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

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

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

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 240 days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm fixed Price contract resulting from this solicitation.

(End of provision)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the Global Currency Exchange Rates Report published daily by the

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

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.232-16 PROGRESS PAYMENTS (APR 2012)

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

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

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

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

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

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

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

(d) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

(i) Reservations of rights.

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

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

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

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

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

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

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

(1) The amounts included are limited to--

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”') by concurrent with first request. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.232-36 PAYMENT BY THIRD PARTY (FEB 2010)

(a) General.

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

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

(b) Contractor payment request.

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

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

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

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

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

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

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

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

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

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

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

(End of clause)

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

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

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

(1) at or near the work site, and

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

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

(End of clause)

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

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve

the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

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

(End of clause)

52.236-12 CLEANING UP (APR 1984)

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

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

(End of clause)

52.236-27 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.

A site visit will be conducted at the LOGMIS Building Relocation area on 5 July, 2012. All coordination for the site visit will be handled by the engineer Luis Correa.

(b) Site visits may be arranged during normal duty hours by contacting:
Name: Engineer Luis Correa
Address: luis.corres@tcsc.southcom.mil
Telephone: 571-423-8400 x215

(End of provision)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

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

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

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

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

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

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

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

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

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

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

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

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

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

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/far

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
Drawings 1-3		

(End of clause)

Section 00800 - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

1. Type of Contract: The purchase order resulting from this solicitation will be a firm fixed price contract payable in US Dollars for US contractors and Colombian Pesos for foreign contractors. Per the local tax authority, Colombian contractors shall submit their quote in the local currency. No additional sums will be payable as a result of escalations in the cost of materials, equipment, or labor due to the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the contract.

2. Pre-Construction Conference: After Notice of Award is issued and prior to the commencement of work, the contractor shall meet with the Contracting Officer (KO), Project Engineer/Contracting Officer's Representative (PE/COR) and/or designated technical personnel at the US Embassy Contracting Section at a mutually agreed upon time and date, to discuss and develop a complete understanding of the work schedule for the project.

3. Laws, Warranties and Insurance: The Contractor shall obtain (at Contractor's expense) any applicable types of insurance and certifications required by Colombian law that are customary and ordinary for the type of work required in the Statement of Work (i.e., construction, electrical, communications, etc). At a minimum the policies and laws mandatory in the country of Colombia are:

3.1 Work Quality and Stability (Warranty): See clause 52.246-21 Warranty of Construction. This warranty shall be provided to the KO no later than eight (8) days before the final contract acceptance date. Under this warranty, the contractor shall be prepared to return to the work site within 48 hours after notification without charge to make any necessary repairs as a result of faulty workmanship.

3.2 Wage Payment and Benefits Policy: Shall amount to 20% of the contract value, and valid from contract commencement, to three (3) years after. The social benefits policy shall not be necessary if a certification is issued by the contractor that all staff and personnel are duly registered in a social security scheme that covers accidents, death, and hospitalization, as required by Colombian Law.

3.3 Contract Compliance Policy: Contractor shall provide this policy amounting to 10% of the contract value for a period up to contract term plus two (2) months.

3.4 The contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment due to transportation or storage.

3.5 Local Laws: The Contractor shall be responsible for complying with all local laws, codes, ordinance, and regulations applicable to work performance; to include the host country, and the lawful orders of any authority having jurisdiction. In the event of a conflict between the contract and such orders, the Contractor shall promptly advise the PE/COR and the KO with a proposed resolution. This includes all local labor, health, environmental, and safety laws; quality assurance, and earthquake laws.

4. Subcontractors and Supplies: The contractor shall satisfy all lawful claims of any persons or entities employed by them, including subcontractors, material people, and laborers, for all work performed and materials furnished under this contract. The period of coverage shall be through the warranty period. The contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) , or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

5. Contract Line Item Prices: Contract line item prices must include general daily cleaning and debris removal outside the site to the closest authorized dumping area in the municipality or one authorized town government official. Under no circumstances shall material be burned. Cleaning includes disassembly of camps or temporary structures.

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

7. Contractor Payments and Final Payment: Payment will be made under Federal Acquisition Regulation (FAR) Clause 52.232-5, Payments under Fixed Price Construction. No advanced payments are authorized. If contract is awarded to a US contractor, payment will be processed by Electronic Funds Transfer (EFT) through the Defense Finance and Accounting Service. A contract awarded to a foreign vendor, payment will be made through the US Embassy Bogota GSO section. Projects 30 days or less shall be paid in one single payment upon completion and acceptance by the PE/COR. If greater than 30 days, progress payments for work will be authorized to be invoiced every 30 days. Final payment will be accomplished when: the work has been inspected and accepted by the Government, all submittals are presented and approved, and all work accomplished in accordance with contract terms and conditions.

8. Contracting Officer Representative: The Contractor shall only take direction from the KO or the On-Site Representative. The KO may designate the project engineer as the person authorized to perform technical or administrative functions related to this construction project. The PE/COR or any other government representative **is not** authorized to make commitments or changes that affect price, quality, quantity, delivery, or any other term or condition of the contract.

9. Changes to the Contract: The KO is the only person authorized to make changes to the contract. Failure to clear changes with the KO **IN ADVANCE** of providing service shall result in the Government not being responsible for the charges, and non-payment to the Contractor. The contractor shall only take change orders from the KO. Purchases or changes from unauthorized persons may result in the contractor not receiving payment for those costs.

10. Progress Schedules and Reports**:** One progress schedule shall be provided to the PE/COR in Microsoft Project within ten (10) days of contract award, who will give to the KO to review and sign. The schedule shall take into account time requirements for completion, to include unforeseen events and seasonal weather patterns. The project schedule shall have expected completion dates, execution time of each phase, mid-point completion of project, and monetary values. Only if changes are necessary, a new schedule shall be submitted to the PE for approval within two (2) working days.

10.1 Weekly Reports: The Contractor shall provide weekly reports based on the Schedule's percentage of work complete. A PE/COR and KO approved report may be used for progress payments per section 7.

11. General Instructions:

11.1 Site Access: Access shall be pre-coordinated with the USMILGP Logistics Mission PE/COR at 311-462-5675 by providing names and identification numbers for workers. Parking and deliveries shall be pre-coordinated with surrounding personnel, so it does not interfere with their duties. The Contractor shall send a list of personnel with complete names, identification card numbers, and a list of vehicles and equipment that require access. Photo identification cards for all personnel shall be provided by the Contractor..

11.2 Schedule: The work hours shall be from 7:00 a.m. to 4:00 p.m. If other times are required, the Contractor shall receive approval two (2) days before new schedule begins. If overtime is necessary, contractor shall receive PE/COR or KO approval 72 hours in advance. The Contractor shall notify the PE/COR and installation POC at least five (5) days prior to any holiday they plan to work; to ensure base access. Overtime, if incurred shall be the Contractor's responsibility and shall not be charged to the contract.

11.3 Damage to Persons or Property: The Contractor shall be responsible for all damages to persons or property as a result of negligence, and shall take proper precautions. The Contractor shall protect or repair any damage to the surrounding areas incurred during the course of the project.

11.4 Subcontractors and Personnel: The Contractor shall insure that all subcontractors have obtained all requisite licenses and permits. The Contractor shall provide list of all workers assigned to the project for security checks. The list shall be submitted to the PE/COR within five (5) days of contract award. The list shall include the following information:

Full Name

Place and Date of Birth

Current Address

Identification Number

11.5 Project Manager/Superintendent**:** The Contractor shall appoint a qualified engineer or architect as the Project Manager/Superintendent, who shall be responsible for project execution, and give pertinent technical information to the PE/COR. The resume of this individual shall be submitted to the PE/COR for approval within 5 days of contract award. The Contractor shall not replace, substitute, or remove key personnel without prior approval of the KO. The Project Manager or alternate shall be physically on site during duty hours. After duty hours, the project manager or alternate shall be available within two hours of notification. The Project Manager may also be required to meet at as scheduled by the PE/COR or KO for the duration of the contract.

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

12.1 Punch List: A punch list of items that need finished will be given to the contractor at inspections and they must correct any issues. A final inspection shall be completed to ensure the items were corrected**.**

12.2 Closing Reports and Drawings: Electronic (email/CD) closing reports of the work executed (Original and two copies, one English and one in Spanish) with: Copies of the plan, certifications, complete inventory, project description, lab test results, copy of the construction license, release of claims, maintenance manuals, and photos and video of each stage of the construction process. In the event that the requesting unit does not authorize photographs, this requirement is waived. Original and two copies of all as-built (Record Drawings) including all construction details presented on large sheets (1 m x 0, 70 m). All drawings, specifications, operation and maintenance handbooks, and any other project documents, shall belong to the USMILGRP upon contract completion.

12.3 Payment Certification: Written Certification of all final payments made to the suppliers, subcontractors and workers. This submission of a written certification shall be signed by an authorized representative of the company witnessing that the contractor has fully paid his suppliers, workers and subcontractors is required.

12.4 Municipality Clearance of Payments: Contractor shall submit a written certification of approval from an authorized municipality official stating that no materials and/or money are owed.

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

12.6 Security: The U.S. Government does not provide security, therefore the responsibility for the security of contractor personnel and other construction resources are the responsibility of the contractor. The U.S. Government is not responsible for damage or loss of contractor resources due to a lack of adequate security measures.

13.0 GOVERNMENT LIABILITY STATEMENT: THE GOVERNMENT OF THE UNITED STATES shall be excluded from paying any type of additional compensation, lawsuits or other expenses due to accidents and calamities of any of the employees of the contractor, subcontractors, suppliers, or relatives attached to them.