

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W913FT-14-R-0008	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05-Mar-2014	PAGE OF PAGES 1 OF 47
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0010471892	6. PROJECT NO.
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7. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP, UNIT 5136 APO AA 34038-5136 TEL: 011-571383-2552 FAX: 011-571383-2084	CODE W913FT	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME ASTRID PARDO	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 571 275 23 86
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SOLICITATION

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

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

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

Scope: Construct the Security Facilities of the Joint Logistics Support Facility, located in the El Dorado Airport, New Zone of Aviation, BRIA V, Bogota, Colombia.

Solicitation index:
Section 00010- SF1442
Section 00100 - Proposal Schedule/Instructions to Offerors/Statement of Work
Section 00600 - Representations and Certifications
Section 00800- Special Contract Requirements

Attachment: Price brake down in worksheet

11. The Contractor shall begin performance w ithin 10 calendar days and complete it w ithin 60 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? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the w ork 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) w ork requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

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

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NEW JLSF FORCE PROTECTION PROJECT FFP his CLIN consists of all resources necessary for the contractor to construct the Security Facilities of the Joint Logistics Support Facility, located in the El Dorado Airport, New Zone of Aviation, BRIAV, Bogota, Colombia in accordance with the statement of work, drawings, and specifications. FOB: Destination PURCHASE REQUEST NUMBER: 0010471892	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DEFENSE BASE ACT INSURANCE FFP If applicable. The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the Government under this CLIN will be based on the amount of the agent/broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the insurance carrier based on actual payroll amounts, the Contracting Officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance. FOB: Destination	1	Lump Sum		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	USMILGRP COLOMBIA MILGROUP BOGOTA COLOMBIA UNIT 5136 BOGOTA 34038 FOB: Destination	W811P5
0002	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO OFFERORS**1. DELIVERY OF OFFER:** All responses shall be in English and legible.

Electronic submission. The Contractor shall provide one copy of their offer as an electronic file (acceptable electronic submissions are: Microsoft WORD, EXCEL, and Adobe PDF only). The preferred method is by email, but a CD delivered before the closing date/time is fine for very large files. The offer shall be submitted to pardoaj@tsc.southcom.mil before 10:00 AM (Local Bogota Time) 07 April 2014. No fax copies will be accepted. Separate the technical proposal section from the price proposal section.

b. Solicitation Questions: Questions regarding this solicitation shall be submitted in writing to the Contracting Specialists by email at pardoaj@tsc.southcom.mil. **The Government will answer all questions received by 3:00 PM (Local Bogota Time) on 28 March 2014.** The Government reserves the right not to respond to any questions received concerning this solicitation after the question receipt date and time above. Accordingly, Contractors are encouraged to carefully review all solicitation requirements and submit questions to the Government before the closing of questions.

c. Amendments prior to date set for receipt of offer. The Government reserves the right to amend the solicitation specifications and/or drawings prior to receipt of offers via formal Amendment. The Contracting Officer will send all information relating to this solicitation, including pertinent changes/amendments and information, to all interested parties prior to the offer due date.

2. CONTENTS OF OFFER: The offeror shall submit the following with its offer:

- Section 00100 - **This is a fixed price contract payable in United States Dollar (USD) for companies based in the United States (or other country outside of Colombia), and Colombian Pesos for companies based in Colombia (see FAR clause 52.225-17).** Although the contract will be awarded as a lump sum project, the offeror is required to provide a **detailed price breakdown** with their offer of the price elements included in the lump sum. Price all individual line items that go into the final price on the attached "Breakdown of Pricing Worksheet" - Complete all applicable portions of this form in each relevant category (such as labor, materials, etc.).

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

- Section 00700 – 252.229-7001, Tax Relief – Offerors will complete and submit with their offer.

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

- Contractor is to provide a list with the description of materials and products to be used to assure the Contractor understands the required compliance for this project.

3. EVALUATION OF OFFERS: Offers will be evaluated using past performance and price as evaluation criteria. The Government will review the "Breakdown of Pricing Worksheet" to determine the reasonableness of the proposed price.

Past Performance: The Government will evaluate the Construction projects or contracts submitted in order to evaluate past performance. Past performance relates to how well a Contractor has performed. The Government may contact references to verify the Contractor's past performance. 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 (PIRS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources. If the Government is aware of contracts that meet the requirements of this solicitation but have not been

included in the three (3) contracts submitted, it may evaluate those contracts in addition to those submitted. In the event an Offering Contractor has no relevant past performance, they may submit past performance information for the key personnel proposed. If an Offeror, or the proposed employees for the Offeror do not have a past performance history relating to this solicitation, the Offeror will not be evaluated favorably or unfavorably on this factor. In order to be considered for award, the Offeror's past performance risk rating must be evaluated as "acceptable" or "unknown" risk.

Past performance will be evaluated as either acceptable or unacceptable based on the following criteria:

ACCEPTABLE – Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

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

UNKNOWN – In the case of an Offeror with a record of relevant past performance or whom information on past performance is not available or so sparse that no meaningful pas performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown past performance and shall be considered "acceptable."

4. AWARD. 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, has acceptable past performance and provides the lowest total price for the actual contract line items awarded considering available funding.

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

52.252-1 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****JLSF SECURITY ENHANCEMENT****PART 1****1. GENERAL**

The Contractor shall design and build the Security Facilities of the Joint Logistics Support Facility, located in the El Dorado Airport, New Zone of Aviation, BRIAV, Bogota, Colombia in accordance with (IAW) the Statement of Work (SOW), consisting in 2 guard shacks, 1 hydropneumatic room, perimeter fence, perimeter concrete wall, 2 sliding doors, on-ground traffic spike strips, perimeter lighting, CCTV and relocate 2 arms drop gates. The Government shall not exercise any supervision or control over the contract providers performing the tasks herein. Such contract employees shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Scope of Work: The Contractor shall provide all non-personal services to include equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to execute the terms of this statement of work. The contractor shall build two guard shacks of 10.50m² and 7.50m² approx. respectively, One Hydropneumatic Equipment Room of 14.20 m² approx. 2 sliding gates for vehicle entrance and exit, perimeter fence of 167m approx., a fence adjacent to entrance guard shack for pedestrian access control of 8.50m approx., concrete walls for two sides fence of 100m long approx. by 1m height free of 20cm thick, in-ground traffic spike strips for main vehicle entrance and exit, perimeter lighting, CCTV and relocate 2 arms drop gates for vehicle entrance and exit for new Joint Logistics Support Facility. The work executed by the contractor shall include, but is not limited to:

- Project siting and layout.
- Provisional fencing and camp.
- Stripping topsoil, all excavation, backfill and compaction.
- Foundations, compacted fill, proper concrete mix for Cyclopean concrete, foundations, slabs, concrete columns and concrete dice for arms door gates.
- Conventional and structural masonry for guard shacks and hydropneumatic room.
- Concrete wall for fence.
- Armored doors and windows for guard shacks.
- Concrete slab for guard shacks and hydropneumatic room roofs.
- Perimeter fence in chain link mesh.

- Sliding doors for vehicle entrance and exit.
- Relocate arms drop gates and install on-ground traffic spikes.
- Electrical installation for perimeter fence, control of sliding door, arms drop gates and perimeter lightning.
- CCTV.
- Stucco, plaster and paint on walls, floor tiles, wall tiles, windows, doors, bathrooms.
- Clean-up.

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

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

1.2 Background: The project is part of US Southern Command's efforts to provide assistance to the Colombian Military. This project will enable the full capability of the new Joint Logistics Support Facility.

1.3 Objectives: The objective is to provide and install physical security items at the Joint Logistics Support Facility new facility at the El Dorado Airport, New Zone of Aviation, Bogota Colombia. The activities under this contract are part of the relocation of the offices of Joint Logistics Support Facility, thereby enabling the agile logistical support needed by both Colombian and U.S. forces.

1.4 Scope: The Contractor shall provide and install all designs/specifications, materials, equipment and labor required to execute the physical security items for JLFS offices at the El Dorado Airport, New Zone of Aviation.

1.5 Required Delivery: The work shall begin within ten (10) days after the Contractor receives the contract award, and the project shall be completed in **60** days or less from receipt of contract award. This delivery time includes clean-up of the site area.

1.6 General Information

1.6.1 Quality Control (QC): The Contractor shall develop and maintain an effective quality control program to ensure services are performed IAW this SOW and applicable regulations. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. Contractor shall deliver Quality Control Plan (QCP) to the Contracting Officer's Representative (COR) and Contracting Officer (KO) for approval within 10 days of contract award. The Contractor shall have five (5) working days to submit any changes for COR and KO acceptance.

1.6.2 Quality Assurance (QA):

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

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

New Year's Day	Fest of Saints Peter and Paul
Epiphany	Independence Day
St. Joseph's Day	Battle of Boyacá
Holy Thursday	Assumption Day
Good Friday	Discover of America

Labor Day	All Saints Day
Ascension Day	Cartagena's Independence Day
Corpus Christi	Immaculate Conception
Fest of the Sacred Heart	Christmas Day

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

1.6.5 Place of Performance: The work to be performed under this contract will be performed at the El Dorado Airport, New Zone of Aviation in Bogota, Colombia.

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

1.6.7 Security Requirements: The Contractor shall deliver a list of the full names of personnel to be on site, with a copy of their identification card with numbers and place of issue to the base security or office personnel for investigation and permits after contract award during pre-construction meeting. The Contractor and workforce will take appropriate security measures to protect Government critical and sensitive information. The Contractor shall not disclose specifics of services to unauthorized personnel. Contractor will provide sub-contractors 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 unless otherwise turned in to the COR. Installation access badges, if provided, 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. The Contractor shall immediately report suspicious activities to security personnel.

1.6.8 Special Qualifications: Not Applicable.

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

1.6.10 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the KO and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The following personnel are considered key personnel by the government and a resume shall be provided to the COR for each within 7 days of contract award: Project Manager, Alternate Project Manager,

Resident Civil Engineer/Architect, Project Superintendent/Foreman, Structural Engineer, Geotechnical Engineer, Hydraulic Engineer, Electrical Engineer and any other engineers required to execute plans and designs related to the project. All personnel for the project shall demonstrate experience on 5 or more projects of equal or greater complexity than the work required for this project. The Contractor shall determine the personnel who will cover the Quality Control Program (QCP) and Safety Program. The personnel covering these programs shall have a minimum of 5 years experience executing quality control or safety programs. The project manager shall be responsible for all work performed. The project manager and the alternate project manager, who will act in the absence of the project manager, shall be designated in writing to the KO. The project manager or alternate manager shall have the full authority to act on all contract matters relating to daily operation of this contract.

Qualifications for all key personnel are listed below: The project manager shall have a bachelor's degree in civil engineering or architecture, maintain a valid engineering or architecture license with their particular government and have at least 5 years OR 5 projects in project management experience. The resident engineer shall have a bachelor's degree in civil engineering or architecture, maintain a valid engineering license issued by their particular government and have at least 5 year OR 5 projects of experience with projects of a similar type and magnitude within the last 10 years. The project superintendent/foreman shall have at least 5 years OR 7 projects of experience with projects of a similar type and magnitude within the last 10 years.

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

1.6.13 Contractor Travel: Not applicable.

1.6.14 Other Direct Costs: Not applicable.

1.6.15 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.16 Organizational Conflict of Interest: Not applicable.

1.6.17 Laws and Regulations.

1.6.17.1 The Contractor shall, without additional expense to the U.S. Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the KO of the conflict and of the Contractor's proposed course of action for resolution.

1.6.17.2 Labor, Health and Safety Laws: The Contractor shall comply with all local labor laws of Colombia, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract. The Contractor is responsible for training all personnel to recognize fire and safety hazards. Contractor personnel in the performance of their duties shall immediately report fire hazards, safety hazards and unsafe condition to their supervisor.

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

1.6.18 Licenses and Permits.

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

1.6.18.2 Subcontractor Licenses and Permits: The Contractor shall inform the KO and COR in writing that all subcontractors and others performing work at El Dorado Airport, New Zone of Aviation worksite have obtained all requisite licenses and permits. The Contractor shall submit proper documentation and evidence satisfactory to the KO demonstrating compliance with this requirement when directed by the KO.

1.6.19 Environmental Protection.

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

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

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

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

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

1.6.21 Accident Protection (AP) and Emergency Medical Treatment (EMT).

1.6.21.1 The Contractor shall have competent personnel licensed by the Colombian government trained and capable in dealing with minor personnel injuries. The trained and capable personnel shall be able to certify to provide first aid in case of emergency. Contractor shall be responsible to provide AP and EMT to its employees.

1.6.21.2 All work crews, office personnel, and the contracting officer representative shall be provided with information pertaining to the Contractor's arrangements for emergency medical treatment prior to contract start date. This information shall include the following:

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

1.6.22 Marking of Work Zones. The Contractor shall install temporal fencing in sheet trapezoidal galvanized 30 gauge with structure in structural profile in C at a height of 2.20m, also must minimize entry of dust to the existing building by construction object of the contract. Likewise, the project excavation or high accident risk zones shall be signaled with warning signs or fences as protective measurements by the Contractor.

1.6.23 Construction Operations and Storage Areas.

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

1.6.23.2 Access to Contractor Storage Yard. The Contractor shall only store materials and equipment for the project at JLSF facility. The specific worksite location will be coordinated with the competent authority of New Zone of Aviation and Engineering Office of Support Operation Office (SPO) during the pre-performance conference or at a later date.

1.6.24 Contractor Vehicles.

1.6.24.1 Vehicular Access. The Contractor shall, and IAW any regulations specified by the New Zone of Aviation authorities and SPO, use only established site entrances and roadways at both worksite locations.

1.6.24.2 Vehicle list. The Contractor shall provide a list of all vehicles used in the performance of this contract for JLSF to include vehicle description, valid vehicle registration number, and identification ID card numbers to the Colombian military POC (provided by SPO Engineering office) within five (5) days after contract award and update as the changes occur. ID information will be used by the installation to verify credentials and issue access permits.

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

PART 2

2. DEFINITIONS AND ACRONYMS:

2.1 Definitions.

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

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

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

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

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

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

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

2.1.8 Project Manager. Engineer or Architect who is the technical represent of Contractor in all phases of the project, from design to final execution, which will be responsible to submit designs, materials and attend meetings required of the project. His experience is defined in Section 1.6.11 Key Personnel.

2.1.9 Project Superintendent/Foreman (Maestro de Obra). Person specializing in construction, which has training and specific knowledge of construction processes and has control of labor. His experience is defined in Section 1.6.11 Key Personnel.

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

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

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

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

2.1.13 Resident Civil Engineer/Architect. It is the technical representative of the executing of the Work (Contractor). It shall have a bachelor's degree in engineering or architecture, with minimal technical skills necessary to ensure the proper execution of the work IAW project plans, technical standards with the Planning Construction set for the execution and makes quality control construction processes. His experience is defined in Section 1.6.11 Key Personnel.

2.1.14 Work Day. The number of hours per day the Contractor provides services IAW the contract.

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

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

2.2. Acronyms:

ACI

American Concrete Institute

AFARS	Army Federal Acquisition Regulation Supplement
AISC	American Institute of Steel Construction
AR	Army Regulation
ASTM	American Society for Testing Materials
AWS	American Welding Society
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
IAW	In Accordance With
HID	High-intensity discharge
KO	Contracting Officer
NSR	Norma Sismo Resistente
NTC	Normas Técnicas Colombianas
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RAS	Reglamento Tecnico del Sector de Agua Potable y Saneamiento Basico
RETILAP	Reglamento Tecnico de Alubrado Publico e Iluminacion
RETIE	Reglamento Técnico de Instalaciones Eléctricas
SPO	Support Operation Office
SOW	Statement of Work
TE	Technical Exhibit
PART 3	

3. GOVERNMENT FURNISHED ITEMS AND SERVICES.

3.1 Services. Not applicable.

3.2 Facilities. Not applicable.

3.3 Utilities. Not applicable.

3.4 Equipment. The Government will provide to the contractor the following existing items:

3.4.1 In-Ground Traffic Spike Strips: 2 Units

3.4.2 Security Bollards: 4 Units

3.4.3 Drop Arm Bars: 2 Units

3.4.4 Exiting Clearing Barrel with Sand: 1 Unit

3.5 Materials. Not applicable.

PART 4

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES.

4.1 General. The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Part 3 of this SOW. All work shall be performed IAW manufacturer specifications and instructions for the products and/or materials to be used, and performed by certified personnel such as professional electrical engineers, electricians, and civil engineers. The Contractor shall verify existing conditions prior to actual installation of the equipment. The Contractor shall comply with special considerations, safety program, required insurance and local authorities regulations.

4.2 Secret Facility Clearance. Not applicable.

4.3 Materials. The Contractor shall provide cement, aggregates, concrete, reinforced steel, metallic structure, welding materials, masonry, bath apparatuses, electrical materials, wall tiles for bathrooms, floor tiles, paint, stucco, windows, doors and all related materials necessary for the construction to complete the contract scope.

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

4.5 Responsibilities of Contractor.

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

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

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

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

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

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

4.10 Safety. The Contractor is responsible for the safety of workers and visitors to the work sites. The Contractor shall ensure that all personnel wear appropriate safety gear at all times in compliance with all Colombian Occupational Safety & Health regulations and ensure all local safety regulations are followed at all times. The Contractor shall provide sanitation and provisional bath for workers IAW the latest edition of Corps of Engineers Safety and Health Manual EM 385-1-1 and Colombian safety and health laws. Contractor shall comply with safety and health requirements as established by EM 385-1-1. Information about how to obtain electronic and/or hard copies of this manual is located at the following website: <http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx>

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

4.11 Utilities Connections and Excavations

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

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

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

4.13 Contractor Personnel. The Contractor shall provide sufficient number of personnel, properly trained and qualified (i.e. civil engineer, architect, geotechnical engineer, electrical engineer, certified electricians and foremen), to perform the requirements of this contract at the worksite location.

4.13.1 Project Managers/Superintendents.

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

4.13.1.2 The Project Managers or alternates shall be physically present at the worksite between the hours of 7:30 am to 4:30 p.m., Monday through Friday, and 7:30 am to 12:00 p.m. on Saturdays, excluding U.S. Federal holidays or Colombian holidays, and any other time work is being performed at the site, as coordinated between the Contractor

and COR. The Contractor shall provide to the KO and COR a phone number for the Project Managers and alternate(s) available during duty and non-duty hours (to include evenings, holidays, and weekends).

4.13.1.3 Project Managers shall be responsible for overall management and coordination of this contract; directing the onsite work; acquiring materials; able to resolve construction issues; and provide information about work progress to the COR. The Project Managers shall be highly knowledgeable of the projects progress and bi-lingual (read/speak English and Spanish to be able to communicate competently within his or her professional field). Project Managers shall be available to meet with U.S. Government personnel, designated by the KO, within 30 minutes unless otherwise coordinated with such designated personnel. After duty hours, the Project Managers or designated alternates shall be available within two (2) hours.

4.13.2 Personnel Listing.

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

Full Name
Place and Date of Birth
Current Address
Identification number

4.13.2.2 Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application(s). Once the Government of Colombia has completed the security screening and approved the applicants, the Government of Colombia will provide a badge to the individual for access to the applicable worksite.

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

4.13.4 SIMULTANEITY OF ACTIVITIES. The Contractor shall guarantee the simultaneity of at least two independent working teams, one for the Perimetral Fence and the other for the guard shacks and other Civil Works.

PART 5

5. SPECIFICATIONS

General:

The Contractor shall furnish all labor, transportation, equipment, materials, and any other items and services necessary to execute the terms of this statement of work. The Contractor shall design and construct the physical security items for JLSF consisting in two guard shacks of 10.50 square meters (m²) and 7,50 square meters (m²) approx respectively, One Hydropneumatic Equipment Room of 14.20 m² approx. 2 sliding gates for vehicle entrance and exit, perimeter fence of 167m approx., a fence adjacent to the entrance guard shack for pedestrian access control of 8.50m approx, concrete walls for two sides fence of 100m long approx by 1m height free of 20cm thick, in-ground traffic spike strips for main vehicle entrance and exit, perimeter lighting, CCTV and relocate 2 arms drop gates for vehicle entrance and exit for new Joint Logistics Support Facility. The Contractor shall be responsible for the development of a material list for COR review. The Contractor shall provide a draft list with corresponding technical information for review no later than 5 business days after Government approval of the Contractor's designs. Upon approval of the material list by Government, the contractor shall provide sample materials as identified in the approved material list to the COR. The Contractor shall ensure that materials for project shall be environmentally friendly IAW paragraph 1.6.19.

5. CONTRACTOR SPECIFIC TASKS.

5.1 Plans: All structural, architectural, hydro-sanitary, and electrical plans shall be provided to the COR for approval within 15 days of award. All plans shall be developed by an engineer certified in that particular discipline, and comply with appropriate codes. Once approved all shall become part of the contract specifications.

5.1.1 Soil Study: The Contractor shall provide a soil study for COR approval within 15 days of contract award, and before any structural design may begin. The soil study shall be IAW NSR-10.

5.1.2 Structural and Architecture Design: Plans shall comply with “Norma Sismo Resistente” (NSR) – 2010 code.

5.1.3 Hydraulic, Sanitary Sewer and Stormwater Design: Plans shall comply with Colombian codes “Norma Tecnica Colombiana” (NTC) – 1500 and “Reglamento Técnico del Sector de Agua Potable y Saneamiento Básico” (RAS)-2000.

5.1.4 Electrical Designs: Plans shall comply with NTC 2050, RETIE and RETILAP. The Contractor shall verify that the value of the resistance is the required value of (<25 ohms).

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

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

5.1.7 Natural Ventilation and Natural Lighting: The Contractor shall review the architectural design to comply with maximum efficiency for natural ventilation with corresponding calculations and shall review the architectural design to comply with maximum efficiency for natural lighting considering the appropriate balance with heat generated.

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

5.2 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 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 COR. The Contractor shall remove excess materials, and debris to an area authorized by local authorities.

5.3 Concrete Structures: This section refers to the fabrication, transportation, pouring, and respective reinforcement elements required IAW structural plans. This item shall be proposed per line item breakdown on the attached Price Breakdown Schedule.

- Cyclopean Concrete, Concrete foundation and wall for perimeter fence.
- Concrete footing, foundations beams, subfloor and aerial slabs, columns, lintels and confinement structure for walls of guard shack.
- Concrete supports for arms drop gates.
- Concrete mix design shall comply with at least 3000 psi at 28 days strength, this concrete mix shall be IAW final approved designs.

- Hydropneumatic Room, concrete slab approx. 14.2m², 3000 psi

Concretes for aerial beams, columns, lintels, dice and walls shall have a smooth finish.

5.3.1 Concrete Forms: The 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 1 mm. 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 than 3 mm to avoid grout losses, but allow enough room to avoid boards (when using wood) from shrinking and deforming due to inclement weather.

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

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

5.3.4 Concrete Testing: The Contractor shall prepare and properly mark six (6) concrete test cylinders per nine (9) cubic yard batches or single mixture in strict accordance with Colombian Law 400 of 1997, and NSR-2010. The Contractor shall conduct the quality tests of concrete used. The Contractor shall provide mix design for COR approval five days before concrete pour. The samples shall be tested IAW the C39/C39M-10 Norm of the ASTM. The Contractor shall submit to the COR Laboratory Certificates including calibration of equipment to be used for all tests. All certificates/calibrations shall not be older than six months from the time the certificate is required.

5.3.5 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 COR approved drawings and instructions. The arrangement shall be reviewed by the COR before the pour, and any modifications noted. No rebar shall be bent in the field. Rebar in a packet shall be tightly tied together forming a single unit. Packets with more than four (4) rebar are not permitted. It may be required that the framework functions below two-thirds (2/3) of its admissible tension either by overlap or welding. The overlap of rebar packets shall be based on the packet length required, increased by 20% for three (3) rebar packets and 33% for four (4) rebar packets. The centers of the ties shall be more than 40 diameters (40 D) throughout the length of the piece. When the use of mortise is permitted, the diameter shall not be smaller than the main reinforcement.

5.3.6 Embedding: The Contractor shall ensure that for elements not exposed to the weather or ground, the minimum embedment shall be: slabs: 2 cm (0,8 in); walls, beams and columns: 3 cm (1,2 in).

5.4 Clearing Barrel: The contractor shall relocate and install one existing weapons clearing barrel at designated location of COR.

5.5 Provisional Fencing and Camp: The Contractor shall install temporary fencing in sheet trapezoidal galvanized 30 gauge in structural profile in C at a height of 2.20m, and also must minimize the amount of dust to the existing building. Upon project completion, waste materials and debris shall be taken to an area indicated by local authorities.

5.6 Perimeter Chain Link Fences: The Contractor shall furnish all labor, transportation, equipment, materials, and any other items necessary to design, construct, and install 167 meters approx. of enclosed cyclone (wire fence) fence at the JLSF facility. The total height of the fence shall be 9 ft (approximately 2.74 meters) to include fence fabric (8 ft (2.44 m) and support angle arm (1 ft (0.3 m))). Contractor shall consider in his proposal all water crossing openings. Contractor shall **VALIDATE** the number of water crossing and assess water crossing opening since their width, depth, and maximum water level differ from each one. Support angle arms shall be installed in each pole with concertina and barbed wires. Three strands of barbed wires shall be installed at each side of the support angle arm with concertina in the center of the support angle arm. A total of 167 meters approx. of fence and foundation shall be installed and constructed.

5.6.1 Perimeter Fence Specifications: The Contractor shall evaluate the designs and modify the designs to accommodate the existing site conditions. After Contractor evaluates design and actual site condition, the Contractor needs to submit final designs for COR approval. Contractor shall not proceed without the approval of the COR.

5.6.2 Chain Link Fence Fabric: The fabric for the fence shall be made of steel, zinc plated, with at least 310 grams of zinc per square meter of covered surface, American Society for Testing and Materials (ASTM) ASTM A 491 type 1 standards (or Unified Facility Criteria (UFC) standards). The fabric shall be 2.44 meters high (8 feet) for controlled access areas. Fabric shall be fabricated of 9 gauge wire woven in 50 mm cyclone mesh. The top part of the fabric shall be barbed wire/concertina wire. The bottom part of the fabric shall be twisted and extend to the base of the fence at the foundation. The fabric shall be made as per ASTM A 116 standard. The cyclone fence shall be installed outside the area to be protected. The fabric shall be tied to the poles with steel bars and tension bands. The tension bands shall be located every 305 millimeters (mm) (12 in.) intervals center to center. The fabric shall be installed uniformly with bagging, distortions, and or size reduction free. The fabric shall be tied at 305 mm (12 in.) intervals and tied to the poles and tension wires. Once fabric installation is completed, the Contractor shall test the installation by applying a pressure of 222 N (50 lb.) in the center of the panel between poles. The fabric deflection shall not exceed 63.5 mm (2-1/2 in.) during the test. Test shall be conducted every two fabric panels. Panels failing the test shall be re-fastened and re-tested at no additional cost to the U.S. Government. The Contractor shall be responsible to maintain quality assurance, and all rejected material shall be replaced at no additional cost to the U.S. Government.

5.6.3 Tension Wires: Tension wires shall meet the requirements and specifications established in the ASTM A 824 Type I or Type II standard with type 2 cover. Tension wires shall be installed along the top and bottom of the fence line and attached to the terminal posts of each stretch of the fence.

5.6.4 Accessories: All ferrous accessories shall be according to the manufacturer's recommendation. These accessories shall have zinc or aluminum cover/protection. The barbed wire shall have six rows of 12-1/2 gauge wire, zinc or aluminum cover/casting class 3 as indicated in ASTM A 121 or the aluminum cover/casting type 1 as indicated in ASTM A 585. Barbed wire shall have four point wires. All accessories shall be covered/casted according to ASTM A 153 or A 153M unless it is otherwise stated in a separate condition document. Reinforced barbed tape (or concertina) shall be fabricated from hot dip galvanized steel. The strip shall be 0.6 mm thick by 25 mm thick. Each barb shall be a minimum of 30.5 mm in length, in group of 4, spaced on 102 mm centers. The wire shall have a minimum diameter of 2.5 mm with a minimum tensile strength of 9.68 MPa. Sixteen gauge wire ties shall be used for attaching the concertina to the barbed wire. Spacing between concertina and extension support arm base shall not exceed 102 millimeters. Barbed wire shall have four point wires. Barbed wire supporting arms and barbed wire shall be installed as indicated and as recommended by the manufacturer. Supporting arms shall be anchored to the posts in a manner to prevent easy removal with hand tools with 9.5 mm diameter plain pin rivets or, at the Contractor's option, with studs. A minimum of two studs per support arm shall be used. Barbed wire shall be pulled taut and attached to the arms with clips or other means that shall prevent easy removal. Barbed wire shall be installed on the arms of the post as indicated. Barbed wire shall be pulled taut to provide a smooth uniform appearance, free from sag. Barbed wire shall be fastened to line posts at approximately 381 mm intervals unless indicated otherwise.

5.6.5 Foundation and Fabric Bases: Pole foundation and fabric base shall be constructed using concrete with 3,000 psi compression at 28 days. Contractor shall provide individual pole foundation. The concrete shall meet ASTM C 94 specifications and shall use 19 mm (3/4 in.) selected aggregate. Foundation and fabric bases shall be provided at each pole and pedestrian and vehicle gates with foundation width three times (3x) the width of pole and depth one third (1/3) the height of the pole. Foundation and fabric bases shall be designed for drainage passages and any other special site conditions.

5.6.6 Excavation and Terrain Level: The Contractor shall maintain the excavation for the pole foundations and verify the area is kept clean and free of loose material. The terrain profile shall be properly leveled alongside the fence's installation. In those end fence areas where concrete foundation is not required, the space between bottom of the fence and soil surface shall not exceed 25 to 51 mm (1 to 2 in). The Contractor shall clear the land area on both sides of fence, 3 m each side.

5.6.7 Fence Tubular Poles: The steel poles shall be schedule 40 and installed as specified in the ASTM F 1083. The poles shall be zinc casting/covered, Group IC, or as specified by the manufacturer. The poles shall be installed at a minimum depth of 924 mm (3 ft). The poles shall be tested for rigidity using a perpendicular force of 222.4 N (50 lb.). The perpendicular force shall be located at 1.52 m (5 ft) above the soil level. The pole movement shall not exceed 19 mm (3/4 in.) from its initial position. The test shall be conducted every 10 poles. If failure happens during the test, the same test shall be repeated to the following 4 subsequent poles at both sides of failed pole. Failed poles during the rigidity test shall be removed, reinstalled, and re-tested. All poles diameter shall be 1-1/2 inches or as specified in drawings. Max distance between poles shall be 3m.

5.6.8 Protection Against Lightning and Electrical Storms: The fence structure lightning protection shall be designed and built according to the UFC Electrical standard or National Electric Code (NEC). The fence shall be protected with a ground connection at each side of all gate poles, at each corner pole, at the closest approach to each building located within 15m (50 ft) radius from the fence where structures exists, and where the fence alignment changes more than 15 degrees. Grounding location shall not exceed 198 m. Each gate panel shall be bonded with a flexible bond strap to its gate post. Fence crosses by power lines of 600 volts or more shall be grounded at or near the point of crossing and at distances not exceeding 45 m on each side of the crossing. Ground conductor shall consist of No. 8 AWG solid copper wire. Grounding electrodes shall be 19 mm by 3.0 m (or 16 mm by 2.44 m) long copper-clad steel rod. Electrodes shall be driven into the earth so that the top of the electrode is at least 152 mm below the grade. Where driving is impracticable, electrodes shall be buried a minimum of 305 mm deep from the fence. The top of the electrode shall be not less than 610 mm or more than 2.4 m from the fence. Ground conductor shall be clamped to the fence and electrodes with bronze grounding clamps to create electrical continuity between fence posts, fence fabric, and ground rods. After installation the total resistance of fence to ground shall not be greater than 25 ohms.

5.6.9 Foundation. The Contractor shall review foundation design for walls, poles and gates and adjust the design for specific site conditions encountered. Contractor shall conduct site preparation for perimeter fence location and notify the Contracting Officer (KO) in writing of any differing site conditions in accordance with Federal Acquisition Regulation Clause 52.236-2, Differing Site Conditions

5.6.10 Security Pedestrian Access Fence. The Contractor shall furnish all labor, transportation, equipment, materials, and any other items necessary to design, construct, and install approx 8.5 meters of enclosed access security fence in the JLSF facility. The total height of the fence shall be 9 ft (approximately 2.74 meters) to include tubular fence (8 ft (2.44 m) and support tubular arm (1 ft (0.3 m)).

5.7 Drop arm gates: Contractor shall uninstall 2 existing arm drop gates located at the existing JLSF compound and reinstall them in the new JLSF facilities on new concrete supports that shall be designed and constructed by the Contractor. Contractor shall verify the dimensions with actual site conditions. Contractor shall replicate the existing configuration for the gate operations at the new location. Contractor shall provide required infrastructure, paint, electrical and mechanical connections to have operational arm gates. U.S. could provide as-built plans to the contractor. As-built plans can be used for reference for new installation.

5.7.1 Security Bollards: The Contractor shall install a passive vehicle barrier in the form of security bollards on JLSF property in location specified by the COR. A total of 4 security bollards shall be installed. The security bollards shall be firmly anchored to the ground to resist a 5-ton moving vehicle at 35 mph. The bollards shall be anchored with fasteners to allow future adjustment.

5.8 Sliding Vehicle Gates: Contractor shall provide and install 2 sliding metal vehicle gates. Contractor shall verify the dimensions with site conditions. Contractor shall provide required configuration for the gate operations. Contractor shall provide required infrastructure and electrical connections to have operational sliding gates at vehicle entrance and exit to JLSF compound. Control and operation of the gates will be functional from within each guard shack. Gates shall be made of galvanized iron or steel, roughly 3m in height by 7m in length, and be rated to resist a 5-ton vehicle collision moving at 35mph.

5.10 Perimeter lights: The Contractor shall furnish all labor, transportation, equipment, materials, and any other items and services necessary to design, provide and install security lighting system. Contractor shall provide at a minimum a control panel (or load center) with breakers, electrical cables, fittings, conduits, accessories, and ensure the existing electrical grid can sustain the new perimeter lights, and any other required accessories to meet Colombian electrical codes or National Electrical Code (NEC). The Contractor shall connect the new lights to the existing electrical grid with the applicable electrical codes. Contractor shall provide electrical design and loads 10 days after contract is awarded to the COR for approval. At a minimum, the contractor shall comply with the below sections.

5.10.1 The work of this item shall include but not be limited to leveling of the existing site, trench cut(s), selected material for filling, compaction, and surface restoration. The Contractor shall verify all dimensions and existing conditions prior to actual construction and notify the KO and/or COR. The Contractor shall excavate trenches to install underground electrical cables for the poles (all). Contractor shall provide a complete infrastructure to include, but not be limited to, connection to existing electrical grid, grounding, and any other accessory for a complete installation. Contractor shall excavate a 300 millimeter (mm) wide trench. The minimum depth of the trench shall be 762 mm (or as code dictates). A 152 mm layer of sand shall be placed in the bottom of the trench. Contractor shall then install a 51 mm long bell PVC schedule 40 conduit (or in accordance to electrical code). The conduit shall be Underwriter Laboratory (UL) rated or Colombian Equivalent Underwriters Laboratory and it shall be labeled in the conduit. Contractor shall provide a conduit run for the electrical wires. Contractor shall then cover the conduits with the excavated materials (or as requested by code). Material shall be placed and compacted according to UFC and NEC electrical codes. An underground fabric/tape shall be also installed according to code. Contractor shall provide and install inspection boxes as required by code. The inspection boxes shall be pre-fabricated boxes or masonry boxes constructed at the site approved for such purpose. Boxes shall have a cover lid with locking mechanism to avoid vandalism or tampering. Contractor shall provide with inspection boxes all connection accessories.

5.10.2 Poles. The Contractor shall install lamps in new poles to match existing poles on Colombian Military base. Street poles shall be 6 meters (m) high from the final prepped ground surface. The Contractor shall submit the specifications of the proposed street poles to the COR within ten days of receiving the notice to proceed. Contractor shall verify the specification with the COR prior to the installation of each pole. Contractor shall coordinate installation time of poles with the COR prior to installation. For poles being set along a straight line, 1.8 m of the pole shall be buried. For poles being set on a curve, 2 m of pole shall be buried. Poles foundation shall be designed to support 10 m poles. Poles shall be spaced every 30 m. Pole shall be straight/vertical once erected. Any deviations shall be pre-coordinated with the COR. Contractor shall provide underground electrical connection for the perimeter lights. The poles shall be located 3 m from any existing fence; and shall be 5 m from the edge of any structure. Perimeter lights shall be aligned between each other in straight line whenever is possible.

5.10.3 Perimeter Light Specifications. The perimeter lights shall meet American Society for Testing and Materials (ASTM) 7-05 and NEC article 690 standards. Contractor shall provide outdoor area lamps per the approved design. Lamps and cases shall be Underwriters Laboratories (UL). The Contractor shall install lamps using cross arms and/or brackets with corresponding accessories. Brackets and accessories shall be weather resistant and heavy duty. The Contractor shall not use photocells manufactured in China. The lamp shall be mounted in a weather resistance

case and be installed on poles. The lamps shall be housed in one piece die cast aluminum cases with hinges. Case doors shall also be die cast aluminum with one continuous silicone gasket to seal cases with a door. Lamp cases shall have a die form anodized specular aluminum reflector. Lamp sockets shall be integral pre-wired porcelain sockets with nickel-plated screw and center contacts. Case lens shall be impact resistant, clear, tempered glass with continuous one piece silicone gaskets. Approximately dimension of the case 470 mm x 178 mm. Lamp luminance shall range within design parameters and have an average lifetime 100,000 hours. Ballast shall be pre-wired, encased, encapsulated, constant wattage, NEMA type, and with a high power factor greater or equal to 90. The Contractor shall submit the specifications of the perimeter lights to the COR within ten days after receiving the notice to proceed.

5.10.4 The Contractor shall ensure a glare lighting to cover an illumination range of 150 ft to the outside (from the perimeter fence to the outside).

5.10.5 The Contractor shall provide a complete 12-months warranty package for installation of new lamps and connections along perimeter lights with its proposal. Warranty shall include replacement of not working lamps and panels, damage wires, and connections within a year. Contractor shall warrant its work against faulty workmanship for a period of not less than one year from the completion of this contract. Under this warranty, Contractor shall be prepared to return to the work site within one working day after notification without charge to make any necessary repairs as a result of faulty workmanship.

5.10.6 Grounding. All electrical installations shall be grounded in accordance to NEC and/or Colombian codes.

5.11 Electrical Network

5.11.1 Electrical System: The Contractor shall construct all internal electrical systems in accordance with the electric regulations in effect in Colombia, 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 designs and systems shall conform to International Electrotechnical Commission (IEC) 61024-1-2, NTC 4552, NTC 2050 and “Reglamento Técnico de Instalaciones Eléctricas” (RETIE). The system shall contain a grounding system suitable for the grounding resistance required at the project site.

NOTE: Wiring shall fulfill the following requirements:

All energy cables shall be American Wire Gauge (AWG) and have isolation 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.

5.11.2 Electrical House Connection: The Contractor shall provide underground 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 Colombian Electrical Code (NTC-2050).

5.11.3 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 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.

5.11.4 Lighting: The Contractor shall ensure all internal and external lighting provides a minimum of luxes as required for each in “Reglamento Tecnico de Iluminación y Alumbrado Público” RETILAP. For internal lighting, switches shall be located as a room is entered on the doorknob side of each door 20cm from the edge of the frame and 1.2M above finished floor level. Both the internal and external lighting systems and their accessories shall be firmly attached or embedded using installation procedures designed for that particular type of surface. Embedded lights shall be flush so that light is not filtered through around the edges or through the external slab and the molding. External lighting lux levels shall be verified at least one (1) hour after dark.

5.11.5 Electrical Outlets: The Contractor shall deliver and install the electrical outlets to include a minimum of electrical outlets as requested in the NTC-2050 and RETIE. These outlets shall be distributed in all facilities. Non-regulated power circuit shall be installed with ground connection, observing the following conditions:

Each circuit shall be conformed to support a maximum of ten (10) 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 double power outlet located in wet zones shall be GFCI type.

5.11.6 Testing and launching: The entire electrical system shall be verified in the following aspects:

- Voltage Levels (phase to phase, phase to neutral)
- Continuity
- Resistance Grounding (IAW RETIE Table 24) Phase Sequence

5.11.7 Grounded system and lightning protection system: The Contractor shall ensure that grounding and lightning protection system is installed to three facilities (guard shacks and hydropneumatic room) in accordance with approved designs.

5.11.8 Closed-Circuit Television CCTV: The Contractor shall provide and install all hardware, software and components required for a wireless secure camera system capable of 24 hour monitoring. The system shall be able to transmit encrypted video or data using 5.8Ghz or 2.4Ghz frequencies. The system shall be able to obtain coverage of all exterior and interior storage areas and all entry and exit points. The system shall use image processing software to deliver hi-definition, full-motion, ripple free video. The system shall have the capability to record video in color in daylight and lowlight conditions and be able to store recorded data for 30 days. Contractor shall submit proof of concept for approval prior to any equipment purchase. Any equipment purchased by the contractor prior to receiving approval is at the Contractor's own risk.

5.12 In-Ground Traffic Spike Strips: The contractor shall remove existing in-ground traffic spikes strips and re-install for the main vehicle entrance to the Joint Logistics Support Facility, and also shall perform maintenance, paint and install in-ground traffic spike strips existent widthwise to the main vehicle exit. Contractor shall verify

the dimensions with actual site conditions. Contractor shall provide required infrastructure, electrical and mechanical connections to have operational in-ground traffic spike strips. Controls shall be wired for operation from each of the guard shacks constructed by the Contractor.

5.13 Guard Shacks and Hydropneumatic Equipment Room Specifications: The Contractor shall furnish all labor, transportation, equipment, materials, and any other items and services necessary to construct the Guard Shacks and Hydropneumatic Equipment Room. The Guard Shacks will consist of two buildings. The first building shall have one story with a footprint approximately 10.50 m², including one guard room, one bathroom, with two security doors. The second building shall have one story with a footprint approximately 7.50 m², including one guard room, one changing room and two security doors. Each guard shack shall contain 3 security/armed windows: one on each of the three sides of the buildings facing outwards from the JLSF compound. The Contractor shall connect to all existing hydrosanitary and electrical networks present at new JLSF facility and provide all resources to do it IAW designs and all applicable Colombian laws. The Hydropneumatic Equipment Room has an approximate area of 14.20 m², including the provide and install of 2 electric outlets, 2 Lights, 1 switch, a sliding door. This shall be approved by the COR a minimum of eight (8) working days prior to installation. Construction shall include concrete subfloor slab and waterproofed aerial slabs for cover, sidewalks as shown in the attached conceptual plan. The Contractor shall be responsible for the development of a material list for COR review. The Contractor shall provide a draft list with corresponding technical information for review no later than 5 business days after Government approval of the Contractor's designs. Upon approval of the material list by Government, the contractor shall provide sample materials as identified in the approved material list. The Contractor shall ensure that materials for project shall be environmentally friendly IAW paragraph 1.6.19.

5.13.1 Demolition: The Contractor shall demolish existing concrete slabs areas where the Guard Shacks foundations shall be located, as is shown in the schemes. This item includes the transport and disposal of debris to a place authorized by local authorities.

5.13.2 Concrete Structures: These activities will be executed IAW the provisions of paragraph 5.3.

5.13.3 Conventional Masonry: The Contractor shall ensure that all walls be conventional masonry in No. 5 type bricks. Walls shall be plumb, seating brick in mortar at a 1:4 ratio, forming joints not thicker than 1.5 cm. Blocks with strengths and dimensions specified by structural drawings shall comply with quality and standard dimensions. The "Normas Técnicas Colombianas" (NTC) applicable to masonry, applies to this project. All bathroom divisions for shower or toilets shall be masonry. A sample of block shall be provided for COR approval a minimum of eight (8) working days prior to installation.

5.13.4 Concrete Masonry Unit - CMU Blocks Reinforced:

The Contractor shall ensure that all walls be Concrete Masonry Unit type bricks. Walls shall be plumb, seating block in mortar 1:4 ratio, forming joints not thicker than 1.5 cm. Concrete blocks with strengths and dimensions specified by structural drawings shall comply with quality and standard dimensions. Concrete blocks shall be at least 10 centimeters width. All exterior masonry walls shall have vertical and horizontal reinforcement distributed throughout the wall section. The vertical reinforcement ratio will be at least 0.05%, spaced no more than 4 feet (1200 mm) on center with reinforcement within 1.3 feet (410 mm) of the ends of walls. The horizontal reinforcement ratio must be at least 0.025%, consisting of either joint reinforcement spaced no more than 1.3 feet (410 mm) on center, or bond beam reinforcement spaced no more than 4 feet (1200 mm) on center, with reinforcement within 1.3 feet (410 mm) of the top and bottom of the wall. All ICONTEC norms shall govern. A sample of block shall be provided for COR approval a minimum of eight (8) working days prior to installation.

5.13.5 Armored Windows. The Contractor shall provide and install armored windows. This includes installation, finishing, accessories and lintel (alfajia), IAW the Contractor's drawings approved by COR. The Contractor shall install armored window frames and armored windows in metallic painted with anticorrosive and enamel paints at a minimum of 3 mils thick. Between each coat, the surface shall be lightly sanded with a fine sandpaper No.6/0, 200 or finer. The style and type shall be approved by the COR a minimum of eight (8) working days prior to installation. Windows will be able to stop a 7.62x51mm NATO round.

5.13.6 Armored Doors: The Contractor shall provide and install armored security doors with doorframes to include supply, transport, installation, all finishing accessories, and lintel, IAW the Contractor's drawings approved by COR. The Contractor shall install armored doorframes and armored doors in metallic painted with anticorrosive and enamel paints at a minimum of 3 mils thick. Between each coat, the surface shall be lightly sanded with a fine sandpaper No.6/0, 200 or finer. The style and type shall be approved by the COR a minimum of eight (8) working days prior to installation. Doors will be able to stop a 7.62x51mm NATO round.

5.13.7 Bathroom: The Contractor shall construct the entry guard shack bathroom facility with apparatuses and all connections and fittings required for one sink and one toilet. The bathrooms shall also include paper holder for the toilet, soap dispenser for the sink, and a floor drain IAW the Contractor's drawings approved by COR. The Contractor shall provide and install plastic protections in all the corners of the bath walls. The Contractor shall also provide and install bevel mirrors located above the sink with dimensions of 0.90 m in length and 0.50 m wide. Bathroom door shall be cold rolled laminate caliber 18.

Wall tiles shall be in "Ebro 972" type 20 cm x 20 cm or similar up to a height of 1.80 m. The Contractor shall provide and install metallic end caps in a professional manner. Colors, styles, types and sizes shall be approved by the COR a minimum of eight (8) working days prior to installation. 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.

Bathroom fixtures shall be porcelain and shall be Lavatory Nova Type 07388 /102 or equal, toilets of type "Avanti-Ganamax" or equal (Toilets with Dual Flush: 4.5 L flush liquids / 6lts flush solids) and low flow type porcelain urinals. Additionally the contractor shall include faucet aerators or water saving devices. Colors, styles, types and sizes must be approved by the COR a minimum of eight (8) working days prior to purchase/installation.

5.13.8 Waterproofed Roof: The Contractor shall construct a waterproofed concrete roof slab for the three facilities. In addition, the Contractor shall install a rainwater system IAW the Contractor's drawings approved by COR.

5.13.9 Container Area: The contractor shall provide all labors, activities, tools, materials and equipment required to construct and adequate an area to park a line of 20 ft containers the length of the existing concrete slab IAW final approved designs. The contractor shall elevate the Man Holes located in the area to level them with the final approved grade.

5.13.9.1 Excavation: Contractor shall remove all vegetation and top soil from site, including vegetation, and stone, 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 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. The Contractor shall remove excess materials, and debris to dispose in the area authorized by military authorities.

5.13.9.2 Backfill and Compaction: This consists of backfilling and leveling the ground needed to facilitate the installation of the superficial gravel indicated in the drawings submitted by the contractor according to the specifications and soil study, this is including Bits of Rock (Rajón), a Granulate Subbase (B-400) and Geotextil.

5.13.9.3 Gravel Backfill: This consists of backfilling the ground in a crushed or natural aggregate (grave) stone ranging from gravel to 2-inch diameter stone needed to facilitate the installation of Containers in the area all this as indicated in the drawings submitted by the contractor according to the specifications and soil study.

5.13.9.4 Retention and erosion control rocks: This consists on Cobbles (River Rock) Natural stones of various sizes with larger granular specification ranging from 12 inches to 48 inches diameter set on soil. Also permitting a percent of permeability based on runoff coefficients, rainfall or irrigation that will run off on the drainage ditch (vallado) that will guaranty the existing 46" pipe be kept clean at all times IAW specifications and rainwater drawings provided by the COR.

5.14 Material Specifications

5.14.1 Cement: The Contractor shall ensure that the cement used in the cement mixtures shall be Type 1 Portland cement (normal) and meet all ASTM C150/C150M-09. If the project site has high sulfate content, Type V Portland cement shall be used. The Contractor shall provide additive specifications where required, before cement work is initiated.

5.14.2 Concrete: The Contractor shall ensure that all recommendations of the ACI Committee Report 301M-99 (Specifications for Structural Concrete for Buildings) or equivalent Colombian specification (NSR-10) shall be followed. All other concrete operations shall follow the Building Code Requirements for Reinforced Concrete ACI 318M-08. All the standards of the ASTM are mandatory. The specified compression resistance shall be measured at the rupture in cylinders measuring 15cm x 30 cm (6 in x 12 in), after 28 days, according to the ASTM C39/C39M-10 standards. The concrete shall have an overlap no greater than three (3) inches. Concrete used for the foundation formworks, columns, retaining walls, joints tied to the foundation, load and tie joints and remaining structural elements, shall have a compression resistance of 210 Kg/cm² (3000 lb/in²). The resistance to fluid concrete for filling the reinforced masonry blocks shall guarantee a minimum resistance of 140 Kg/cm² (2000 lb/in²).

5.14.3 Aggregates: The Contractor shall ensure that aggregates are classified by size, and stored to avoid foreign matter. They shall follow ASTM C33/C33M-11. Sand shall contain deleterious substance in excess of the following percentages: Clay clods - 1%, Pit Coal and Lignite - 1%, Material passing #200 Screen - 3%. The size of the crushed stone shall not be larger than 1/5 of the greatest separation from the sides of the formwork; 1/3 of the slab, or 3/4 of the free space between individual rebar or rebar ties. It shall meet the ASTM C33 standards, with its maximum dimension IAW Section 33 of the ACI 318M – 08 Regulation. The Contractor shall submit sample of the aggregates and the concrete mixtures, before concrete is poured.

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

5.14.5 Metallic Structure Materials: The Contractor shall ensure that the steel meets ASTM A36/A36M – 08, ASTM C500/C500M-10a and ASTM C501-07 specifications for welding structural steel, according to ASTM A755 / A755M - 03(2008). All steel shall be hot galvanized. All metal scratches and welding burrs shall be removed, and surfaces dry before anti-corrosive paint is applied. The Contractor shall provide, for COR approval, patterns for placement, anchor and bolt examples, and all steel elements to be embedded in the concrete, 8 days before installation. For ballistic steel meets MIL-I-45208A and ISO 9002.

5.14.6 Welding: The Contractor shall ensure that all electrodes be class E60 x AWS for structural steel and class E70 x AWS for rebar with a stress flow of 2,800 Kg/cm² (40 ksi). All structural steel elements shall be joined with the electric arc process using E 60 xx electrodes that comply with the ASTM-233 specifications. For rebar welding if required, welded ties shall conform to AWS D 1.4/D 1.4M standards, and develop at least 125% of the flow resistance specified.

5.14.7 Laminated Structural Steel: The Contractor shall ensure all structural steel, is new and complies with “Design Specifications, Fabrication and Erection for Structural Steel Buildings” of the AISC or NSR-2010 and shall be type ASTM A36/A36M-08 as certified by a laboratory, with stress in the flow limit of 2,531 Kg/square cm (36,000 lbs/in²). Structural cross-sections shall be bent cold, and parts cut when indicated. Cuts shall be with fine nozzle oxyacetylene, preferably with a saw for cross-sections. For ballistic steel meets MIL-I-45208A and ISO 9002.

5.14.8 Masonry Unit Blocks

5.14.8.1 Conventional Masonry: The Contractor shall ensure masonry blocks are No.5 type with uniform size, color, and texture. The NTC regulation is applicable for all masonry on this project. The compression resistance shall be $f_m = 95 \text{ kg/cm}^2$ (1,350 ksi). The Unit Blocks shall be suitable for load bearing applications, and free of defects. Minor cracks from manufacturer or minor chipping from handling are not grounds for rejection. Five percent with chipping of 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 COR approval a minimum of eight (8) working days prior to installation.

5.14.8.2 CMU Blocks: The Contractor shall ensure CMU Walls to be plumb, seating block in mortar 1:4 forming joints not thicker than 1.5 cm. Concrete blocks with strengths and dimensions specified by structural drawings shall comply with quality and standard dimensions. Concrete blocks shall be at least 10 centimeters width. All exterior masonry walls shall have vertical and horizontal reinforcement distributed throughout the wall section. The vertical reinforcement ratio will be at least 0.05%, spaced no more than 4 feet (1200 mm) on center with reinforcement within 1.3 feet (410 mm) of the ends of walls. The horizontal reinforcement ratio must be at least 0.025%, consisting of either joint reinforcement spaced no more than 1.3 feet (410 mm) on center, or bond beam reinforcement spaced no more than 4 feet (1200 mm) on center, with reinforcement within 1.3 feet (410 mm) of the top and bottom of the wall. All ICONTEC norms shall govern. A sample of block shall be provided for COR approval a minimum of eight (8) working days prior to installation.

5.14.9 Electrical Materials: The Contractor shall ensure that all materials be new and from accredited manufacturers. All work shall be performed according to the best trade practices, using specialized personnel. All defective or damaged materials and equipment shall be replaced at no cost to the government. 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 COR for approval, before installation. All materials used must be certified according to the separated RETIE 2.3.

5.14.9.1 Internal Electrical Installations: The Contractor shall ensure that all electrical networks are IAW NTC-2050. The Contractor shall provide electrical calculation showing actual load and estimated reserve load. The Contractor shall submit conductor size for COR approval before material purchase. The installation of all exposed electrical systems shall be Electrical Metallic Tubing (EMT) or metal cable trays or galvanized conduit if required IAW designs and NTC 2050. In all other installation, electrical PVC conduits schedule 40 shall be used.

5.14.9.2 Distribution Panel: The Contractor shall ensure the distribution panel(s) supplied is (are) installed according to the panel schedule design. The panel (s) used shall be complete with buss bars for phase(s), neutral, and ground. The circuit breakers shall be compatible with the panel used. All panels shall have balanced loads. 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.

5.14.9.3 Bare Continuity Conductor: IAW NTC 2050 and RETIE.

5.14.9.4 Layout Conduit: 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.

5.14.9.5 Register Boxes: The Contractor shall ensure that the boxes have the appropriate size and type to hold the amount of conductors IAW 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.

5.14.9.6 Conductors: The Contractor shall ensure all conductors with a minimum gauge for interior electrical systems shall be copper No. 12 AWG, and are used according to the conditions listed below:

THW (Thermoplastic Insulation, Heat Resistant (75°C), Suitable for Wet Locations) insulated cables/wires shall be used in building wiring, feeder and branch circuits, and internal secondary industrial distribution.

THHN/THWN and THWN-2 cables and wires shall be used in building wiring, feeder and branch circuits, and internal secondary industrial distribution. Thermoplastic Insulation, High Heat Resistant (90°C), shall be used in dry locations only; nylon jacket, thermoplastic insulation, heat resistant to 75°C is suitable for wet locations, nylon jacket, thermoplastic insulation, heat resistant to 90°C is suitable for wet locations; nylon jacket-2: 90°C is suitable for wet and dry locations)

These types of conductors shall be designed for use up to 600 volts. All conductors shall be copper. All conductors shall conform to 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. Splices within conduit are authorized (conductors shall be continuous from box to box). All underground splices shall be approved by the COR. Contractor shall only submit UL listed material for approval. All outlet or splice boxes shall have at least 20 cm of slack conductor available.

5.14.9.7 Light Switches: The Contractor shall provide all light switches for the electrical outlets IAW the electrical drawings approved by COR. All shall be with "on" in the up position. Switches shall never interrupt the neutral conductor. Light switches shall be at a height of 1.20 m above the finished floor. Light switches shall be single pole grounded and moved two ways, for 15 amps, 120 volts, AC, lever operation, National Electrical Manufacturers Association (NEMA) standard, Specification Grade, silent type.

5.14.9.8 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 an electronic ballast with a high power factor (0.9 or unity) approved for service at the indicated voltage. Cool white lamps shall be used. The lighting shall be resistant against dust, moisture and humidity. All lamps used during construction shall be replaced with new lamps, during the final contract acceptance. The exterior the lights shall to have a photocell.

5.14.9.9 Circuit Breakers: All main circuit breakers shall be molded type. Main circuit breakers shall have 25 kA capacity for symmetrical short circuit at 220 V. All circuit breakers shall include name of the manufacturer, listing agency, amperage and nominal voltage ratings. All miniature circuit breakers shall have 10 kA capacity for symmetrical short circuit at the corresponding voltage.

5.14.9.10 Outlets: The Contractor shall provide and install outlets required IAW final electrical drawings. All receptacles shall be polarized, molded plastic and equipped with their respective cover. The normal single phase outlets shall be double, grounding two-pole, three-wire, 15 A, 125 V AC, NEMA 5-15R and white color. Wires shall be connected with appropriate polarity.

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

5.14.9.12 Reinforced Concrete post: The contractor shall to install reinforced concrete post in accordance with the lighting design; this item shall include crane service to install the post.

5.14.9.13 Inspection Boxes: The contractor shall to install inspection boxes to derive the lighting outlets in the footing of the concrete post.

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

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

5.17 Other Deliverables: Contractor shall submit materials for COR approval 5 days prior to purchase by either providing sample or specifications of material to be used. Contractor shall submit for partial payments monthly. Contractor shall provide progress updates every two weeks and a final report prior to final project payment.

PART 6

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

- American National Standards Institute Standards (ANSI)
- American Society of Testing and Materials (ASTM)
- National Electrical Manufacturers Association (NEMA)
- International Building Code (IBC)
- Electronic Industries Alliance (EIA)
- Federal, State, County, and local environmental regulations.
- National Fire Protection Association (NFPA)
- IEEEEC2, National Electrical Safety Code
- National Electric Code 2011 (NEC)
- Norma Sismo Resistente 2010 (NSR 10)
- Normas Técnicas Colombianas (NTC)
- National Fire Protection Association (NFPA)
- International Electrotechnical Commission (IEC)
- Reglamento Técnico de Instalaciones Eléctricas (RETIE)
- Reglamento Técnico de Iluminación y Alumbrado Público (RETILAP)
- Reglamento Técnico del Sector de Agua Potable y Saneamiento Básico (RAS)
- Resolución 80505 del Ministerio de Minas y Energía
- Underwriters Laboratories (UL)

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

PART 7

7. ATTACHMENT/TECHNICAL EXHIBIT LISTING

7.1 Technical Exhibit 1 – The Deliverables schedule.

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
5.1 Surveying, site plans, designs and drawings (architectural, structural, water, Sanitary Sewer, storm water and electrical)	Within 15 days of contract award	1 original and 1 copy	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
1.6.11 Submittal of resume for all designers used for all drawings and calculations plus resume of resident engineer & project superintendent	Within 7 days of contract award	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
5.3.4 Submittal for all materials or mix of materials to be used for the project	5 days before to be required on the project site	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
5.17 Submittal for all material samples to be used in the project	5 days before to be required to be used by the contractor (to be submitted after material is approved)	1 original	Paper (hard copy) and digital (CD)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
5.17 Submit payment request IAW project inspection (to be agreed between contractor and COR previously to the submission)	Every month	1 original and 1 copy	Paper (hard copy)	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18
5.17 Reports during designs or construction (including meeting minutes)	Every two weeks	1 original	Digital (by email) and signed by Project Manager and Resident Civil Engineer / Architect	Electronically to the COR
5.17 Final Report	For final payment	1 original	2 Digital in English and 1 Digital in Spanish	Submit to the COR at the COR office located at the El Dorado Airport, Hangar 18

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-3	Taxpayer Identification	OCT 1998
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

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52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	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	System for Award Management	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.216-1	Type Of Contract	APR 1984
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
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	JUL 2013
52.232-36	Payment by Third Party	JUL 2013
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
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-21	Warranty of Construction	MAR 1994
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.248-3	Value Engineering-Construction	OCT 2010

52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **.60**. The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

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 _____ (Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "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 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.236-27 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 are urged and expected to inspect the site where the work will be performed.

Site visit will be conducted at El Dorado Airport, New Zone of Aviation, BRIAV, Bogota, Colombia. Date : 13th March 2014 at 09:00. All coordination for the site visit will be done by the USMILGP Logmis Chief Engineer Cap. John Berg.

(b) Site visits may be arranged during normal duty hours by contacting engineer:

Name: John Berg
Telephone: 011-571-381 5472

Cel: 311 254 8690

(End of provision)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov/far

(End of clause)

Section 00800 - Special Contract Requirements