SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W913FT-14-R-0010	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED *(RFP)*	3. DATE ISSUED 09-May-2014	PAGE OF PAGES 1 OF 53

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

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

7. ISSUED BY CODE W913FT	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA TEL: FAX:	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	ANNABELLE F. MILLER	011-57-1-275-4227

SOLICITATION

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

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

Scope: Construction of three (3) defensive positions in La Macarena, Colombian Army Base in La Macarena, Colombia.

Magnitude of Project: Between US$100,000 and US$250,000

Section 00000 - SF1442
Section 00100 - Proposal Schedule / Statement of Work / Instructions to Offerors
Section 00600 - Representations and Certifications
Section 00700 - Contract Clauses
Section 00800 - Special Contract Requirements
Technical Exhibit 1 - Defensive Position Locations
Technical Exhibit 2 - Defense Position Concept Design
Attachment 1 - Breakdown of Price Proposal / Pricing Sheet

11. The Contractor shall begin performance within 10 calendar days and complete it within 180 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See* FAR 52.211-10 *.)*

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM *(hour)* local time 16 Jun 2014 *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

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

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

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

AMOUNTS	SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job		

La Macarena Defensive Positions
FFP
The contractor shall furnish all labor, transportation, equipment, materials and all other resources necessary for the construction of defensive positions at La Macarena IAW the Statement of Work, drawings and specifications.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		

Defense Base Act Insurance

COST

Propose if applicable. This CLIN will not be included in evaluating price.

This amount represents the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times(s)). The actual amount to be paid will be based on the amount of the agent/broker's invoice submitted by the contractor contract award. In the event of recalculation of the premium by the insurance carrier based on actual payroll amounts, the Contracting Officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance.

FOB: Destination

ESTIMATED COST

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	180 dys. ADC	1	FORCE PROTECCION BOGOTA-COLOMBIA ROSA SANTONI CRA 45 N 24B-25 MILGRP BULDING AMERICAN E BOGOTA 011-571-381-5472 FOB: Destination	
0002	180 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	

Section 00100 - Bidding Schedule/Instructions to Bidders

STATEMENT OF WORK

STATEMENT OF WORK

DEFENSIVE POSITIONS, LA MACARENA, COLOMBIA

Part 1

General Information

1. GENERAL: The Contractor shall construct three four-man defensive positions using prefabricated modular baskets and steel columns and roofs. The defensive positions shall have a 2 story configuration. The second story shall allow for the sandbags and 2 fighting guns installation and operators of fighting guns. The defensive positions shall be constructed in La Macarena, Colombian Army Base in La Macarena, Colombia IAW the Statement of Work (SOW). The Contractor shall be required to design the foundation for the defensive positions. The United States (U.S.) Government shall not exercise any supervision or control over the Contractor's employees performing the tasks herein. Such contract employees shall be accountable solely to the Contractor who, in turn shall be responsible to the U.S. Government.

1.1 Scope of Work: The Contractor shall furnish all management, supervision, labor, equipment, material, transportation, and supplies required to construct four new defensive positions. Work shall include site preparation, base for wall, wall installation, and filling wall modular baskets. The work shall comply with all applicable construction country codes. The Contractor shall obtain all required construction permits and shall conduct a site visit to verify details and the scope of work. Offerors are urged and expected to visit the site where the work will be performed. Offerors are responsible for verifying dimensions and other information presented in this document before submitting their proposal. The Contractor shall include in his/her proposal all expenses to include material costs, transportation, utilities, transaction fees, incidental, all taxes, and all direct and indirect costs. Only the Contracting Officer has authority to make changes to any contract resulting from the solicitation of this project, including but not limited to increases, decreases, time extensions, and changes in prices. The Contracting Officer will appoint a Contracting Officer's Representative (COR) in writing. After contract award, coordination of progress and submission of all submittals shall be submitted thru the COR for review before approval by the Contracting Officer. 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. This project consists of the construction of three four-man defensive positions at La Macarena Colombian Army Base in Colombia. Defensive positions shall meet physical security and army standards as outlined in the ATTP 3-39.32, Physical Security, Unified Facilities Criteria (UFC) 4-022-01, Unified Facilities Guide Specifications (UFGS) 32 31 13.51, UFC 4-022-03 and Military Handbook (MIL-HDBK) 1013/10. US personnel and assets are currently located at this base. Continuous attempts to attack or infiltrate the base are common, and La Macarena perimeter requires additional protection. US missions are still operating from this location.

1.3 Objective. The objective is to construct three (3) four-man defensive positions using modular baskets, supporting columns, decking and roof at La Macarena Colombian Army Base.

1.4 Scope. The Contractor shall construct three (3) four-man defensive positions using modular baskets filled with sand, decking supported with structural columns, and roof system at the La Macarena Colombian Army Installation. The Contractor shall furnish all labor, transportation, equipment, materials, and any other necessary infrastructures for the construction of three four-man defensive positions to allow fighting guns installation and operators. Exact location for the will be provided by US ARMY SOUTH representatives during the site visit at the La Macarena

Colombia Army Military Base. **See FAR Clause 52.236-27 Site Visit (Construction) under Section 00100 of the solicitation for specific site visit date, time and instructions.**

1.5 Required Delivery of Project. The required delivery of the total project will be 180 calendar days or less from the date of contract award. The Contractor shall start work no later than ten (10) calendar days after contract award. Workday losses due to inclement weather that exceed the amount pre-planned for may be extended on a day for day basis with no monetary compensation. Workday losses for inclement weather are those days which 50% or more of the day is lost. The Contractor shall submit the lost days for review by the contracting officer representative, and approval by the KO. If the KO approves the days lost for inclement weather, the POP will be revised by modification. Without this modification, the POP will remain unchanged. There shall be worksite inspections by the KO and/or COR prior to and upon completion of the project. The stated performance period for completion of both projects shall include final cleanup of each worksite's premises. Any reference in the Statement of Work to "number of days" refers to calendar days.

1.6 General Information.

1.6.1 Quality Control (QC). The Contractor shall develop and maintain an effective QC program to ensure services are performed in accordance with this Statement of Work. The Contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The Contractor's QC program is the means by which he/she assures himself/herself that this work complies with the requirement of the contract. Contractor shall provide a copy of the QC plan to the COR 10 days after contract award. After acceptance of the quality control plan the Contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

1.6.2 Quality Assurance (QA). The U.S. Government will monitor and inspect the Contractor's performance under this contract using the quality assurance procedures in the Federal Acquisition Regulation (FAR) clause 52.246-12, Inspection of Construction. The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays. The Contractor shall not schedule work at any of the worksite locations on U.S. or Colombian holidays or the designated day of holiday observance. The Contractor shall notify the contracting officer representative and installation point of contact if contractor personnel are planning to work on any holiday at the worksite location. Contractor is not required to perform services on the following holidays.

1.6.3.1 U.S. Federal Holidays

January 1	New Year's Day
January 19	Martin Luther King, Jr.
February 16	Washington's Birthday
May 25	Memorial Day
July 4	Independence Day
September 7	Labor Day
October 12	Columbus Day
November 11	Veterans Day
November 25	Thanksgiving Day
December 25	Christmas Day

1.6.3.2. Colombian Holidays

January 12	Feast of the Epiphany
March 19	Saint Joseph's Day
April 5	Holy Thursday

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

1.6.4 Hours of Operations. The Contractor shall maintain the following work schedule: Monday through Friday, 7:30 a.m. through 4:30 p.m., and Saturdays 8:00 a.m. through 3:00 p.m., except for listed holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the government facility is closed for the above reasons. 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 for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential. The Contractor may schedule other work hours, as necessary, if mutually agreed upon by the Contractor and the COR and approved by the KO.

1.6.5 Place of performance. The work to be performed under this contract will be performed at La Macarena Colombian Army Base in La Macarena, Colombia. Prior to the commencement of work, access to the installation will be coordinated with the following point of contacts (to be provided on contract award).

POC: XXXX XXXXXXX
Phone: XXXXXXXXXXXX
Email: XXXXXXXX@XXXX.com

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 and/or associated subcontractor employees shall comply with applicable installation access and local security policies and procedures.

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

1.6.7.2 Key Control. Not applicable.

1.6.7.3 Lock Combinations. Not applicable.

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

1.6.8 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 in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the contracting officer 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 Contracting Officer 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 resumes shall be submitted for approval within 10 days of contract award: the quality control representative, the project manager, the project engineer/architect, field engineer/architect, project superintendant/foreman and any other engineers leading design (plans or calculations) efforts related to the project. The Contractor shall provide a project engineer/architect who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the project engineer/architect when they are absent shall be appointed in writing to the KO within ten (10) days of contract award. The project engineer/architect shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The project engineer/architect or alternate shall be available between 7:30 a.m. to 4:30 p.m., Monday through Friday, and Saturdays 8:00 a.m. through 3:00 p.m., except Colombian holidays or when the government facility is closed for administrative reasons.

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

1.6.12 Identification of Contractor Employees. Contractor personnel will be required to obtain and wear badges in the performance of this contract. 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 Contracting Officer. 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.

All the drawings, specifications, users, operation and maintenance handbooks, manufactures information, and other documents derived from the work, will belong to U.S. Army South and shall be turned over to U.S. Army South, as well as an original and four copies of the final construction and architectural drawings (as-built) (if applicable). Format for the drawings shall be AutoCad 2010 and pdf.

Data and information furnished or referred in this document is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. The indications of physical conditions in the specifications are the result of site investigations by surveys. The Contractor shall investigate the site condition and availability of transportation to the site. The Contractor shall maintain access to the site during construction and shall repair any bridge or road damage resulting from its operations.

Copy of the electronic files of the projects including solicitation, contract, specifications, project final report, bi-weekly progress reports, surveys, as-built drawings, testing results, and photos shall be submitted in a CD. Two CDs shall be submitted to COR and La Macarena POC.

1.6.16 Organizational Conflict of Interest. Not applicable.

1.6.17 Laws and Regulations.

1.6.17.1 Compliance Required. 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 Contracting Officer 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 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. 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 shall encourage personnel in the performance of their duties to report fire, safety hazards and unsafe conditions to their supervisor.

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

Contracting Officer or the contracting officer representative demonstrating compliance with this requirement when directed by the Contracting Officer or contracting officer representative.

1.6.18.2 Subcontractor Licenses and Permits. The Contractor shall inform the Contracting Officer and contracting officer representative in writing that all subcontractors and others performing work at La Macarena worksite have obtained all requisite licenses and permits. The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this requirement when directed by the Contracting Officer.

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 Contracting Officer /contracting officer representative and shall notify the Contracting Officer or contracting officer representative 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 to be trained and capable of dealing with minor personnel injuries. The personnel shall be qualified to provide first aid in case of emergency. The number of AP and EMT shall be sufficient to care for the number of employees at the site in the case of an emergency. The Contractor shall have competent personnel trained and capable of 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. Contractor shall mark all work zones using two lines of plastic yellow security ribbon. Yellow security ribbons shall be 8 cm wide and supported on stakes. Likewise, the project excavation or high accident risk zones shall be signaled with warning signs or fences as protective measurements by the Contractor.

1.6.23 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 contracting officer representative. 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 La Macarena project at La Macarena Colombian Army Base. The specific worksite location inside the installation will be coordinated with La Macarena Department of Public Works or equivalent offices 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 in accordance with any regulations specified by the **Project Engineer**, use only established site entrances and roadways at both worksite locations.

1.6.24.2 The Contractor shall provide a list of all vehicles used in the performance of this contract for La Macarena to include vehicle description, valid vehicle registration number, and identification ID card numbers to the contracting officer representative <u>within five (5) days after contract award</u> 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
DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS**

2.1 **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 **ACRONYMS.**

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
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
HID	High-intensity discharge
KO	Contracting Officer
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
SOW	Statement of Work
TE	Technical Exhibit
UL	Underwriters Laboratories

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES.

3.1 Services. Not applicable.

3.2 Facilities. Not applicable.

3.3 Utilities. Not applicable.

3.4 Equipment. Not applicable.

3.5 Materials. Not applicable.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

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 Section 3 of this SOW. All work shall be performed in accordance with manufacturer specifications and instructions for the products and/or materials to be used, and performed by certified personnel such as professional 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 Military Base regulations.

4.2 Secret Facility Clearance. Not applicable.

4.3 Materials. The Contractor shall provide modular baskets, modular baskets liner, selected filling materials, supporting deck columns, decking, roof system, and all required accessories to have defensive positions.

4.4 Equipment. The Contractor shall provide all required construction equipment to construct three four-man defensive positions.

4.5 Responsibilities of Contractor.

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

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

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

4.7 Contractor Work Schedules. Offerors shall include in their technical proposal a complete project management schedule utilizing the Critical Path Method (CPM), Program Evaluation & Review Technique (PERT) or Gantt Chart showing major construction phases (i.e. clearing site, site prep, modular basket base construction, modular basket installation, modular basket liner installation and fill up, compaction of filling material, supporting columns installation, decking installation, roofing, fighting openings, cleaning for the worksite, final inspection, and punch list correction). 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 Contract Manager may be required to meet at least weekly with the KO and/or the contracting officer representative during the first month of the contract 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 contracting officer representative, and any other individuals in attendance. Meetings minutes shall be submitted to the contractor 5 days after the meeting is held.

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

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

4.10.1 Prohibition on Asbestos and Lead Based Paints. The Contractor shall not use materials containing Asbestos or Lead Based Paints in this construction project. Upon completion of each construction project, the Contractor shall submit two copies of a Certified Letter to the contracting officer representative stating that no lead based paints or materials containing asbestos were used in this project at La Macarena Army Base. One copy of the letter shall be filed with project documents in the Resident Engineer's Office and second copy filed in the contracting officer representative 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 Contractor shall be responsible for coordinating excavation with local utility companies and shall take every precaution to avoid damage to underground utilities. Contractor shall be responsible for any damages they incur to the underground utilities and shall repair any construction damages at La Macarena worksite at own expense.

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. Contractor shall not interrupt service(s) until approval has been granted by the La Macarena Army Base Public Works Department. 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. certified electricians and foremen), to perform the requirements of this contract at La Macarena 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 contracting officer representative. The Contractor shall provide to the KO and contracting officer

representative 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 contracting officer representative. The Project Manager shall be highly knowledgeable of the project progress and have a good working knowledge of English (Level 3 State Department Standards) and Spanish sufficiently to be able to communicate effectively. By Good Working Knowledge, the employee should be able to read/speak/write English and Spanish sufficiently to understand agency regulations, operating instructions, memoranda, related material concerning the field of work, prepare correspondence and standardized reports, and to communicate effectively with staff members and the general public. 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 La Macarena (Biographic Data on Personnel) for the U.S. Government to conduct all necessary security checks. It is anticipated that security checks will take five days to process. Required information for each individual on the personnel list for La Macarena 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. La Macarena security officials may revoke this badge at any time due to the falsification of data, or misconduct on the Army installation.

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 and contract number. The shirt shall be worn at all times while working at La Macarena Army Base.

PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1 General. The Contractor shall construct three (3) four-man defensive positions in La Macarena. Technical Exhibit 1 illustrates the approximate location of the proposed defensive positions locations. Technical Exhibit 2 illustrates the conceptual design for the defensive positions. Contractor shall validate provided designs with his structural and geotechnical engineers to ensure meeting construction codes. The Contractor shall provide all structural and architectural plans to the COR for approval within 45 days of award. All plans shall be developed by an engineer certified in that particular discipline, and comply with appropriate codes. The Contractor shall meet with the government bi-weekly reports and produce meeting minutes and submit to the COR for approval. Once approved all bi-weekly reports and meeting minutes shall become part of the contract specifications. Meeting minutes are due 5 days after the meeting is held.

5.2 Site preparation. Contractor shall prepare location of the defensive positions. Preparation includes removal of the organic layer (as a minimum 305 millimeters), subgrade compaction to no less than 95% of the Proctor standard, backfill with selected material, compaction, and drainage slope. Drainage slope shall ensure divert water away from the defensive position site. Layout depicting cut, fill, patch, drains connections, and asphalt overlay (by others) shall be submitted to the Contract Officer Representative prior to commencement of work. Contractor shall also provide the layout to installation POCs and get POCs approval in writing.

5.3 Defensive position bases. The Contractor shall provide a structural base layer to construct the defensive position bases. The layer thickness shall be as a minimum 0.305 meter. The Contractor shall provide selected fill material for the base layer as recommended by modular wall manufacturer and the geotechnical engineer. The material shall be compacted in 102 millimeters lift to a compaction effort of 95% of Modified Proctor compaction effort. The Contractor shall ensure that structural base load bearing capacity can support the defensive position walls and any loads created by seismic action in the area. Contractor shall submit proposed material gradation with his proposal.

5.4 Defensive Positions. The Contractor shall construct three defensive positions using modular and pre-fabricated steel baskets, steel columns, and steel roof. Contractor shall refer to Technical Exhibit 2 for conceptual defensive position design. This design is for one story and shall be modified to include a second story to have a total height of 6 meters for the defensive position bunker. The final design for the defensive positions, foundation, decking, and steel columns shall be submitted to COR 20 days after Notice to Proceed. The final defensive positions height shall be 6 meters from finished ground. The steel baskets shall be non-flammable and stable. The baskets shall have resistance to fungus and ultraviolet radiation, long life expectancy, and low maintenance. Baskets shall be fabricated with a minimum of 4 mm gauge coated steel wire. The basket opening shall be a minimum of 76 mm x 76 mm and a maximum of 102 mm x 102 mm. The corner coil shall be made of 3 mm to 4mm gauge coated hard steel. The connection pins shall be of 4mm thick coated hard steel. Each basket shall have a liner made of 2 mm heavy-duty non-woven polypropylene fabric (or geotextile). The fabric shall be secured to the basket with heavy duty staples.

The Contractor shall then install the modular steel baskets with inside liner to construct the defensive positions. The installation consists of placing, anchoring, and stabilizing the steel baskets with liner on the base layer. The Contractor shall fill each basket with uniform clean sand. The sand shall be manually compacted to avoid any voids. The sand shall be placed inside the basket at its optimum moisture content to reach the maximum density. The defensive positions shall allow room for four men in fighting position inside them. The Contractor shall provide shooting openings in the defensive positions at the second story of the defensive positions and they shall be reinforced to ensure the safety of the men inside.

5.5 Final clean up and finishes. The Contractor shall do a final cleaning to include disposal of debris resulting from construction as well as dispose of containers for the materials used during construction. All debris and

garbage, excavation materials, debris from the construction, as well as the garbage created by the containers for the materials, such as boxes and bags shall be removed. All the grass that grows in the construction lot during construction shall be cut and clippings moved to the municipal dumps by Contractor.

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

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

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

PART 6
APPLICABLE PUBLICATIONS

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. Unless otherwise specified, dictated by local government standards and conditions, or noted hereinafter, the design, and installation of all equipment, materials, components, devices, and construction techniques and procedures shall conform to the Colombian Building Codes and International standard practices; or if local codes are not available, to the following codes, regulations, standards and recommended practices (latest edition at time of request for proposals shall govern). Contractor shall use the latest code referring in this section.

- ANSI American National Standards Institute Standards
- ASTM American Society of Testing and Materials
- NFPA National Fire Protection Association Codes and Standards
- IBC International Building Code
- Others Local Country, Providence and City Requirements (Aeronautical Civil, Colombian Electrical Code (Reglamento Técnico De Instalaciones Eléctricas – RETIE), Colombian Seismic Code (Reglamento Colombiano De Construcción Sismo Resistente — NSR-latest edition), and Colombian Construction Code).

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1 Technical Exhibit 1-La Macarena Defensive Positions Location.pptx, Technical Exhibit 2 Defensive Position Concept Design.pdf, and Technical Exhibit 3 Defensive Position Concept Design.dwg.

7.2 Deliverables Schedule. Technical Exhibit 4.

7.2.1 Deliverables upon Completion of Project. The Contractor shall deliver the following items:

TECHNICAL EXHIBIT 4

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
1) 7.1.1 Contractor shall provide work schedule. Refer to paragraph 4.7 for additional information.	With contractor's proposal	One copy, with contractor's proposal	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@ mail.mil; and KO, _____
2) 7.1.2 The Contractor shall submit proposed fill material gradation with his proposal. See paragraph 5.3 for additional information.	With contractor's proposal	One copy, with contractor's proposal	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@ mail.mil; and KO, _____
3) 7.2.1 Contractor shall provide a copy of the QC plan. See paragraph 1.6.1 for additional information.	Deliverables after Contract Award	One copy, 10 days after contract award	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@ mail.mil; and KO, _____
4) 7.2.2 The Contractor shall provide a list of all vehicles used in the performance of this contract. Refer to paragraph 1.6.24.2 for additional information.	Deliverables after Contract Award.	One copy, 10 days after contract award	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@ mail.mil; and KO_____
5) 7.2.3 The Contractor shall provide personnel listing of all workers and supervisors assigned to both	Deliverables after Contract Award.	One copy, 5 days after contract award	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@ mail.mil; KO_____; and U.S. Army South Anti-

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
projects (Biographic Data on Personnel). Refer to paragraph 4.13.2.1 for additional information.				Terrorism Officer, jose.m.oliveriresto@ us.army.mil.
6) 7.3.1 The Contractor shall inform the KO and COR in writing that all requisite licenses and permits have been obtained. See paragraph 1.6.18 for additional information.	Deliverables after Notice to Proceed	One copy, 10 days after NTP	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@ mail.mil; and KO, _____
7) 7.3.2 Contractor shall provide bi-weekly progress reports. See paragraph 4.6 for additional information.	Deliverables after Notice to Proceed	One copy, reports are due every other Tuesday throughout the period of performance on the contract.	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@ mail.mil; and KO, _____
8) 7.3.3 Contractor shall be responsible for keeping minutes of these meetings. See paragraph 4.8 for additional information.	Deliverables after Notice to Proceed	One copy, reports are due 5 days after the meeting is held.	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@ mail.mil; and KO, _____
9) 7.3.4 Contractor shall submit two copies of a Certified Letter to the contracting officer representative stating that no lead based paints or materials containing asbestos. See paragraphs 4.10.1 for additional information.	Deliverables after Notice to Proceed (NTP)	One copy, 20 days after NTP	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@ mail.mil; and KO, _____
10) 7.3.5 The final design for the defensive positions, foundation, decking, and steel columns. See paragraph 5.4 for additional information.	Deliverables after Notice to Proceed (NTP)	One copy, 20 days after NTP	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@ mail.mil; and KO, _____
11) 7.4.1 Copy of	Deliverables upon	During final	Electronic copy, 3	Contracting officer

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
the electronic files of the projects including solicitation, contract, specifications, project final report, bi-weekly progress reports, surveys, as-built drawings, testing results, and photos. See paragraphs 1.6.15 for additional information.	Completion of Project	inspection.	DVDs or CDs.	representative, rosa.l.santoni.civ@ mail.mil; KO, _____; and Colombian POC.
12) 7.4.2 Failure to provide requested deliverables as specified above shall be cause for withholding progress payments and/or final payment until all deliverables have been received by the contracting officer representative.	Deliverables upon Completion of Project	During final inspection.		Contracting officer representative, rosa.l.santoni.civ@ mail.mil; KO, _____

INSTRUCTIONS TO OFFERORS

INSTRUCTIONS TO OFFERORS

1. GENERAL. This procurement will be awarded as a Lowest Price, Technically Acceptable (LPTA) **c**ontract, considering past performance. The Government intends to evaluate offers and award a single contract without discussions with Offerors, except for clarifications as described in FAR Subpart 15.3. Therefore, the initial offer should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government may reject any or all responses if such action is in the public interest and/or waive informalities and minor irregularities in the submitted offers. The Government reserves the right to cancel this RFP and make no award. By submitting a proposal in response to this RFP, the Offeror understands that the Government shall not be liable for any costs incurred by the Offeror in preparing that response.

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

a. Electronic Submission. The Offeror shall provide a copy of their proposal as an electronic file. The proposal shall be written using Microsoft Office, Adobe PDF, and AutoCad software. The proposal shall be emailed on or before the solicitation closing date/time as stated in **Block 13(A) of the SF1442** to the following:

Annabelle Miller	Contracting Officer	annabelle.miller@tcsc.southcom.mil
Rosalba Mateus	Contracting Specialist	mateusr@tcsc.southcom.mil

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

b. Solicitation Questions. Questions regarding this solicitation shall be submitted in writing via e-mail to the Contracting Officer at annabelle.miller@tcsc.southcom.mil and to the Contracting Specialist at mateusr@tcsc.southcom.mil. The Government will respond to questions received from prospective offerors by **16:00 PM local time (Bogota) on 27 May 2014**. The Government reserves the right not to respond to any questions concerning this solicitation received after the question receipt date and time above. Accordingly, Offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle.

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

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

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

a. Have an established business with a permanent address and telephone listing.
b. Have the necessary personnel, equipment and financial resources available to perform the work;
c. Have all licenses and permits required by local law;
d. Have no adverse criminal record;
g. Have no political or business affiliation which could be considered contrary to the interests of theUnited States.

4. SUMMARY OF INSTRUCTIONS.

Section Title

00010 Executed Standard Form 1442
00010 Priced Line Items 0001 through 0002

00100 Attachment – Breakdown of Price Proposal
00100 Technical/Past Performance/Price Proposal
00600 Completed Representations/Certifications

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

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

a. Section I - Pricing Information and Required Documents

(1) Limit to three (3) or less double sided pages.

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

(3) A complete response shall consist of a price response to include the pricing sheet (Breakdown of Price Proposal) in Excel format and a cover sheet. The Offeror shall provide their response with a cover sheet that contains the company's name, address and telephone number, name and title of the person authorized to sign and negotiate the contract and appropriate dollar threshold, and the offer validation period of 120 days.

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

(5) Offer and Section 00010. Complete in its entirety the "Offeror" portion of the Standard Form (SF) 1442 contract line items pages 0001 through 0003 as applicable. An official having the authority to contractually bind the offering company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature.

Standard Form 1442 - Complete blocks 14 through 20C

Blocks 14 through 15 – Complete all offeror contact information.

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

Block 18 – No bonds required.

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

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

(6) Section 00010. The Offeror shall submit with their proposal a completed pricing breakdown schedule (template included as Attachment 1); otherwise, the Offeror's proposal shall be considered nonresponsive. The Offeror shall insert their price totals from their pricing breakdown schedule in the corresponding SF 1442 contract line item.

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

b. Section II – Technical Response

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

(2) Project Schedule. Offerors shall include in their technical proposal a complete project management schedule utilizing the Critical Path Method (CPM), Program Evaluation & Review Technique (PERT) or Gantt chart showing the major construction phases stated in Part 5 of the Statement of Work: (1) Site Preparation; (2) Provide Structural Base Layer to Construct the Defensive Position Bases; (3) Construction of Defensive Positions; (4) Final Clean Up and Finishes; (5) Removal of Construction of a Temporary Nature . The project schedule shall include float time within the 180-day maximum to account for down days due to inclement weather or other potential non-work situations. The proposed schedule shall include quality assurance inspections at the critical milestones of the project including site preparation, construction/installation work, and any separately identified unique repair efforts. The project schedule shall have expected completion dates, execution time of each phase, and a mid-point completion of project.

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

c. Section III – Past Performance Information

(1) No more than three (3) double sided pages of written material shall be submitted for each project. Photographs may be provided, however, submission shall not exceed the page limit of written material.

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

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

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

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

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

(i) Contract value, number and type
(ii) Date of contract award, place(s) of performance and completion dates

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

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

BASIS OF AWARD

BASIS OF AWARD

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

B. EVALUATION FACTORS. Each offeror's response will be evaluated Acceptable/Unacceptable. Any factor or sub-factor rated as "unacceptable" will result in an overall factor rating of "unacceptable". Factor III - Price will not be scored or rated. Evaluation of price will be performed using one or more of the price analysis techniques in FAR 15.404-1(b).

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

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

(1) Meeting the minimum 180-day schedule

(2) Identifying a critical path that shows the essential elements that must be accomplished prior to the start of follow on work

(3) Clearly identifies Government inspection and permit approval time

(4) Includes Colombian holidays and slack time planned for weather or local security related delays.

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

(c) References: The offerors' references will be evaluated for:

(1) Physical completion within the past three years

(2) Similar in magnitude to the disclosure of magnitude amount on Page 1 of the solicitation

(3) Similar in construction features to the specifications provided in the solicitation.

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

3. Factor III – Price

(a) Price will not be assigned an adjectival rating; however, proposed prices evaluated as unreasonably high may be grounds for eliminating an offer from the competitive range. Price will be evaluated to determine if the offeror's proposed price is fair, reasonable, and balanced utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b). Supporting documentation shall be included in the price submission, which includes the price breakdown schedule of the prices.

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

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

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

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

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

4. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the proposed prices on all CLINs/items stated in the solicitation. In the event the unit price (s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity

less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal. DBA insurance will not be included in evaluating price.

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

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JULY 2013)

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

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

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

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

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

ADDENDUM

52.233-4703 HQ, AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an

Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests other than protests to the contracting officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256)450-8840

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

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

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

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

(b) A site visit will be held on **20 May 2014 at 0930 local time (Colombia)**. Entry to the site may be arranged during normal duty hours by contacting:

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil

(End of provision

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

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

___ TIN has been applied for.

___ TIN is not required because:

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

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

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

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

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

(f) Common parent.

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

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.222-50	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
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-27	Prompt Payment for Construction Contracts	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	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
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.225-17 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 in effect as follows:

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

52.232-16 PROGRESS PAYMENTS (APR 2012)

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

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all

previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

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

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

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

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

(d) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

(i) Reservations of rights.

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

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

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

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

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

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

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

(1) The amounts included are limited to--

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

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

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

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

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

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

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

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

(End of clause)

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

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

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

(1) at or near the work site, and

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

Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

(End of clause)

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

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

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

(End of clause)

52.236-12 CLEANING UP (APR 1984)

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

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

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

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

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

(End of clause)

52.243-4 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)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov/far

(End of clause)

SPECIAL CONTRACT REQUIREMENTS

Section 00800 – SPECIAL CONTRACT REQUIREMENTS

1. Type of Contract. This is a Firm Fixed Price contract payable entirely in local currency. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor because of the contractors failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates.

2. Pre-Construction Conference. Prior to commencing work under a notice to proceed, the Contractor shall meet with the Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

3. Warranties, Insurance, Policies

3.1 Work Quality and Stability (Warranty). Contractor shall ensure the quality of the construction during the warranty period. This warranty shall amount to 40% of the contract value, and remain valid for three (3) years from the date of final payment. This warranty shall be provided to the Contracting Officer (KO) no later than eight (8) days before the final contract acceptance date.

3.2 Insurance. The Contractor shall obtain any other types of insurance required by Colombian law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

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

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

3.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

3.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

3.2.5 Time For Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

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

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

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

3.6 Subcontractors. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

4. Law Governing Contracts. In any dispute between the Contracting Officer and the Contractor arising out of this contract, the decision of which requires consideration of questions of law, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.

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

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

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

(b) Inspection and Acceptance. A copy of the Inspection and Acceptance of the work letter, signed by an authorized representative of the government.

7. Contractor Payment Information. The contract resulting from this solicitation will be payable in United States (U.S.) Dollars for contractors with a main office based outside of Colombia and Colombian Pesos for Colombian based contractors. Per the Colombian tax authority, Contractors based in the local area shall submit their proposals in the local currency, but all others must propose in U.S. dollars. No advanced payments are authorized. Contract payment will be made by Electronic Funds Transfer (EFT) through the U.S. Embassy Bogota General Services Office (GSO) section to all Contractors, regardless of origin.

7.1 Payment will be made under Clause 52.232-5, Payments under Fixed Price Construction. The Contractor will be paid according to submitted progress schedule (Bar chart or a time scaled Network Diagram CPM Schedule). The Contractor shall furnish the invoice certification with each invoice in accordance with Federal Acquisition Regulation Clause 52.232-5 (c) Payments Under Fixed Price Construction. If the duration of the project is less than 30 days, contract payment will be made in a single payment when the construction is inspected and accepted and all submittals are presented and approved. If the contract completion is greater than 30 days, progress payments for work will be authorized, invoiced every 30 days. Final payment will be accomplished when the work is inspected and accepted by the Government, all submittals are presented and approved and the work is accomplished in accordance with the terms and conditions of the contract.

7.2 Submittal of Invoices. Invoices shall be itemized and must have all required information as described by the Contracting Officer. In addition, invoices shall include a progress schedule and invoice contractor certification. Additional instructions for submittal of invoices will be provided at the pre-performance conference. Invoices shall be submitted via email to the attention of the Project Engineer, Rosa Santoni at rosa.l.santoni.civ@mail.mil with a

copy to the contracting officer, Annabelle Miller at annabelle.miller@tcsc.southcom.mil and the contracting specialist, Rosalba Mateus at mateusr@tcsc.southcom.mil.

7.3 Proper Invoice Information Requirements. Please refer to the contract number (to be filled out at time of award) on all correspondence and invoices. Failure to follow this guidance will delay payment processing. If the following information does not appear on the invoice, the invoice will be returned for correction and payment will be delayed.

Name and address of contractor
Invoice date, invoice number
Government contract number
Contract line item number (CLIN), description, price, quantity of goods and/or services rendered, unit of measure, unit price and extended price of the items delivered or services rendered.
Shipping information (unless mutually agreed that this information is only required in the contract). Include shipping number and date of shipment. If shipped on Government bill of lading, include the bill of lading number and weight of shipment.
Payment terms (unless mutually agreed that this information is only required in the contract). Terms of any discount for prompt payment offered.
Contact name, title and telephone number to notify in event of defective invoice.
Other substantiating documentation or information required by the contract.

8. Government Technical Representative/Contracting Officer Representative. The Contractor shall only take direction from the contracting officer or the Government Technical Representative (GTR) or Contracting Officer Representative (COR). The limit of the GTR's/COR's authority shall be in writing and given to the Contractor.

9. Changes to Contract. The only person authorized to make changes to the contract is the Contracting Officer. Failure to clear changes in contract with the Contracting Officer IN ADVANCE of providing service shall result in the Government not being responsible for the charges, and non-payment to the Contractor. Accordingly, the Contracting Officer SHALL be notified prior to any additional services/performances necessitating contract modification (that is, those resulting in changes in time or cost to the Government). The Contractor shall only take change orders from the Contracting Officer. Purchases or changes from unauthorized persons may result in the Contractor not receiving payment for costs.