

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 64	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-15-T-0020	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ASTRID PARDO		b. TELEPHONE NUMBER (No Collect Calls) 011-571-383-2386		6. SOLICITATION ISSUE DATE 08-Apr-2015	
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 AP0 AA 34038-5130 TEL: 011-571-275-2552 FAX: 011-571-275-2084		CODE W913FT		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 335311 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO SEE REMARKS FOR ADDITIONAL INFORMATION SEE REMARKS SEE REMARKS AA TEL: FAX:		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	
	42b. RECEIVED AT (<i>Location</i>)	
41c. DATE	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

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

GENERATOR

FFP

GENERATORS WITH INSTALLATION IAW THE SOW ATTACHED ON EXHIBIT A.

POC: ROSA SANTONI

MISSION: FORCE PROTECTION

FOB: Destination

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	SEE REMARKS FOR ADDITIONAL INFORMATION SEE REMARKS SEE REMARKS AA FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.214-34	Submission Of Offers In The English Language	APR 1991
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7041	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
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Lowest price bid
2. Technically acceptable

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity

owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (___) is, (___) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, (___) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have

been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and

other small businesses that are participating in the joint venture: ___ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

—

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate

signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (___) has, (___) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (___) has, (___) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror 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 his or her behalf in connection with the award of any resultant contract. 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.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
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(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—

—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals (___) are, (___) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) (___) Have, (___) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) (___) Are, (___) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—

—	—
---	---

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20

percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) 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.

(4) 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 -----.

(5) Common parent.

(____) Offeror is not owned or controlled by a common parent;

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

—

Immediate owner legal name:

—

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

—

Highest-level owner legal name:

—

(Do not use a "doing business as" name)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

-

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (OCT 2014) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

____ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

____ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L.

103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

_____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

_____ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

- (v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (x) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the Global Currency Exchange Rates Report published daily by the Charleston Financial Service Center in effect as stated below. This is the official rate to be used for all financial transactions processed by the Embassy in Bogota.

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)

252.229-7001 TAX RELIEF (SEPT 2014)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (IVA) RATE (PERCENTAGE): (16%)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

52.212-1 ADDENDUM

1. Paragraph (b) Submission of offers is changed to add the following:

QUOTATION PREPARATION AND INSTRUCTIONS. The Government intends to award a Firm-Fixed Price (FFP) contract for services identified within this solicitation. These instructions prescribe the format for the quotation and describe the approach for the development and presentation of offerors information. These instructions are designed to ensure the submission of necessary information for the understanding and evaluation of the quotation. Offerors are encouraged to present their best technical approach price quotes in their initial quote submission. The Government intends to make an award without discussions, but maintains the right to hold discussions if it so determines.

FORMAT AND CONTENTS. The offer shall be submitted in the formats set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Offers which do not include the requested minimum information may be eliminated from further consideration at the Government's discretion. The response shall consist of two (2) separate sections: Section I – Price, Section II – Technical Capability. The offeror shall divide its offer into the noted sections to facilitate review by the Government. General statements that the offeror understands the specific tasks and can or will comply with the requirements of the Performance Work Statement will be considered inadequate. Clarity and completeness are essential. Data not submitted with the offer, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the quotation.

Section I – Price Information and Required Documents. Offerors shall submit all price information necessary to provide a meaningful basis for the Government’s price analysis and for the items set forth in this solicitation. The Offeror shall provide its response with a cover sheet that contains the company’s name, address and telephone number.

Section II – Technical Capability. Limited to no more than 15 pages. The Technical Capability shall describe how the offeror plans to provide the requirements as described in the Performance Work Statement. No pricing shall be included in the offerors Technical Capability.

ELECTRONIC OFFERS REQUIRED. Offers must be submitted electronically to pardoaj@tcsc.southcom.mil

Offers submitted electronically, must be submitted via electronic media using any of the following electronic formats:

- (1) Files readable using Microsoft Office Products: Word, Excel, Power Point, or Access.
- (2) Files in Adobe PDF (Portable Document Format).
- (3) No files may be submitted in compressed form using WinZip, or other self-extracting files.

(4) The offer should be accompanied by an electronic cover letter (letter of transmittal) which will be the body of the e-mail response to this solicitation, to identify all enclosures being transmitted in the message.

2. Paragraph (c) Period for acceptance of offers is changed to read as follows:

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

52.212-2 ADDENDUM

52.212-2, Evaluation -- Commercial Items (Addendum)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, represents the Lowest Price Technically Acceptable (LPTA). The following factors shall be used to evaluate offers on an acceptable/unacceptable basis:

Technical Capability
Price

Technical Capability: Offer must clearly reflect the offeror’s understanding of the scope of work and fully respond to the minimum requirements specified in FAR 52.212-1, Instructions to Offerors, and its addendum. Offerors who simply restate the PWS requirements, or fail to submit the minimum

information specified in the Instructions, may result in the offer being rejected as non-compliant with the requirement for submission or required information.

Evaluation Sub-Factors:

1. Comply with Basic Services as described in SOW Part 5
2. Bring Generators according with specifications as described in SOW section 5.3.2
3. Be capable to build all required on SOW part 5
4. Company shall be able to provide future operational training as described on section 5.5

Price: The Price factor will be assessed upon total evaluated price, to include an assessment of price reasonableness to the U.S. Government. Price offers will be reviewed for reasonableness to determine whether they reflect an understanding of the requirements or contain apparent mistakes. Award will be made to the offeror who submits a technically acceptable offer at the lowest price.

Point of Contact:

The Contracting Office point of contact is:

Astrid Pardo, pardoaj@tcsc.southcom.mil; phone 011-571-275-2386

Domestic Contractors must be registered in System for Award Management (SAM) data base before an award can be made to them. If the Contractor is not registered in SAM, it may do so through the SAM website at <http://www.sam.gov>.

***All quotes must be received by 19 May 2015 10:00 am on official company letterhead.**

(End of provision)

EXHIBIT A.

**STATEMENT OF WORK (SOW)
BACK-UP POWER GENERATOR FOR CMSE HOUSING AT TUMACO-NARIÑO, COLOMBIA
PART 1**

1. GENERAL: Under this contract, the Contractor shall furnish all labor, transportation, equipment, materials, and any other items and services necessary to provide and install power generator for the US Civil Military Special Element (CMSE) team housing located in the Colombian Marines Installation (Armanda Nacional-Cuarta Brigada de Infanteria de Marina-Batallon Fluvial de Infanteria de Marina No. 70) (BRIM 4) in Tumaco-Nariño, Colombia in accordance with (IAW) the Statement of Work (SOW). Contractor shall also install an electric garage door with

electric operator. The Government shall not exercise any supervision or control over the contract providers performing the tasks herein. Any services provided under this contract are considered non-personal in nature.

1.1 Scope of Work: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to execute the terms of this statement of work. At this location power, water, and sewer utilities are available but it is contractor responsibility to request and pay for these utilities. Contractor needs to coordinate with base and/or facility engineer to arrange for the connections if needed. The power generator will serve as a backup power source for the CMSE team housing. This generator will allow for CMSE team to operate during power disruptions which are very common in this location. The exact location for the generator installation will be provided by ARSOUTH to the contractor during the site visit to be held on May 05 2015 (see FAR Clause 52.236-27). Work executed by the contractor shall include but is not limited to:

- Site preparation (i.e. cut, fill, level, drainage);
- Generator and reserve fuel tank shacks (include slab construction, perimeter wall, and roofing);
- Electrical infrastructure to install generator;
- Grounding and lighting protection systems for both generator and fuel tank;
- Provide and install generator and transfer switch;
- Provide and install generator fuel tank reserve;
- Provide and install garage door and electric opener; and
- Any other related works for the power generator, fuel tank reserve, and garage door operation.

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

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

1.2 Background: The project is part of US Army South Anti-Terrorism/Force Protection program in support to Colombia Security Cooperation Office (SCO).

1.3 Objectives: The objective of this project is to improve physical security conditions at the CMSE team housing at the Colombian Marines Base (BRIM 4) located in Tumaco, Nariño, Colombia. CMSE team house is currently connected to BRIM 4 electrical grid. The BRIM 4 electrical grid experiences continuous power disruptions due to weather, poor infrastructure of the existing public electrical network, and potential vandalism by insurgents. A garage door with an electrical operator shall also be installed. The existing garage lacks of door allowing free entry and not protecting US assets in the garage. It is also a vulnerable room for vandalism or terrorist attack. The lack of power and proper housing conceal can jeopardize CMSE team missions and US assets.

1.4 Scope: The Contractor shall provide electrical load study for the CMSE team house to determine and/or validate required power generator capacity. Contractor shall also provide design for the power generator shack and garage door. Contractor shall provide specifications and labor required for the power generator and garage door installation in the Tumaco, Nariño, Colombia.

1.5 Required Delivery: The work shall begin within five (5) days after the Contractor receives the contract award, and the project shall be completed in **60 days** or less from receipt of contract award. This delivery time includes clean-up of the site area.

1.6 General Information:

1.6.1 Quality Control (QC): The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this SOW and applicable regulations. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. Contractor shall deliver Quality Control Plan (QCP) to the Contracting Officer's Representative (COR) and Contracting Officer (KO) for approval within 30 days of contract award. The Contractor shall have five (5) working days to submit any changes for COR and KO acceptance.

1.6.2 Quality Assurance (QA): The Government shall evaluate the Contractor's performance under this contract 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 is not required to perform work on Colombian holidays.

New Year's Day	Feast of Saints Peter and Paul
Epiphany	Independence Day
St. Joseph's Day	Battle of Boyacá
Holy Thursday	Assumption Day
Good Friday	Discover of America
Labor Day	All Saints Day
Ascension Day	Cartagena's Independence Day
Corpus Christi	Immaculate Conception
Fest of the Sacred Heart	Christmas Day

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

1.6.5 Place of Performance: The work to be performed under this contract will be performed at the 4th Colombian Marine Installation or BRIM 4 (Armanda Nacional-Cuarta Brigada de Infanteria de Marina-Batallon Fluvial de Infanteria de Marina No. 70) located in Tumaco, Nariño, Colombia.

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

1.6.7 Security Requirements. The Contractor 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, all government facilities, equipment, and materials shall be secured.

1.6.7.2 Contractor workforce shall take appropriate security measures to protect U.S. Government critical and sensitive information. The Contractor shall not disclose specifics of the project to unauthorized personnel. Contractor shall provide their sub-contractors with only the required information to enable them to accomplish project delivery. All work related paper products and removable storage material that is received, generated, or stored during the contract shall be completely destroyed when no longer needed. Installation access badges will not

be worn outside of the Government facility where visible to the general public. The Contractor and workforce personnel shall not sketch or take photos of Government facilities or activities, unless directly related to service to be provided. The Contractor shall not post or discuss government facility activities on any unauthorized public access media. The Contractor shall immediately report suspicious activities to security personnel.

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

1.6.8 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 KO, COR and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. **Contractor shall provide minutes of these meetings 2 days after the meetings are concluded.**

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

1.6.10 Key Personnel: The following personnel are considered key personnel by the government: The quality control representative, project electrical engineer, field engineer, project superintendent/foreman and any other engineers leading design (plans or calculations) efforts related to the project. The Contractor shall provide a project engineer/architect who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the project engineer/architect when they are absent shall be appointed in writing to the KO within ten (10) days of contract award. The project engineer/architect shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The project engineer/architect or alternate shall be available between 8:00 a.m. to 4:30 p.m., Monday thru Friday except Federal and Colombian holidays or when the government facility is closed for administrative reasons.

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

1.6.11 Identification of Contractor Employees: The Contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties

are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.6.12 Contractor Travel. Not applicable.

1.6.13 Other Direct Costs. Not applicable.

1.6.14 Data Rights: The U.S. Government has unlimited rights to all documents/materials produced under this contract. Any documents, designs, drawings, study and test outcomes, survey maps, belong to the U.S. Government and shall be turned over to the COR upon completion of the project. All documents and materials produced under this contract shall be US Government owned and are the property of the US Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. Electrical license engineer shall approve the final electrical load study and electrical design. A structural license engineer shall approve the final generator shack designs.

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

1.6.16 Laws and Regulations.

1.6.16.1 Compliance Required. The Contractor shall, as a minimum, and without additional expense to the U.S. Government, be responsible for complying with all Colombian laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. In the event that a Colombian law or regulation does not exist for a particular event, then the U.S. version of at least equal coverage will be specified by the U.S. Government in the particular section of this SOW. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the KO of the conflict and of the Contractor's proposed course of resolution.

1.6.16.2 Labor, Health and Safety Laws. The Contractor shall comply with all local labor laws of Colombia, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract. The practices outlined in the Colombian regulation "Normatividad Salud Ocupacional y Seguridad Industrial" are the minimum acceptable standards. The Contractor is responsible for training all personnel on fire and safety hazards. Contractor personnel in the performance of their duties shall immediately report fire hazards, safety hazards and unsafe conditions to their supervisor. In the event that a Colombian law or regulation does not exist for a particular event, then the U.S. version that covers that particular event will be specified in the particular section of this SOW.

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

1.6.17 Licenses and Permits.

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

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

1.6.18 Environmental Protection.

1.6.18.1 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.

1.6.18.2 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.

1.6.18.3 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.

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

1.6.19 Personnel Safety. The Contractor shall ensure the safety of their personnel in accordance with Colombian law section Normatividad Salud Ocupacional y Seguridad Industrial. The Contractor shall immediately correct all safety deficiencies upon notification of such deficiencies by the KO/COR and shall notify the KO/COR of the corrective action taken. The Contractor shall be responsible for the safety of their workers and all visitors at each work site; and ensure that all personnel are wearing appropriate safety gear at all times (i.e. safety glasses, helmet, harness, gloves, and safety shoes).

1.6.19.1 Accident Protection (AP) and Emergency Medical Treatment (EMT). The Contractor shall have personnel licensed by the Colombian government to be trained and capable of dealing with minor personnel injuries. The personnel shall be qualified to provide first aid in case of emergency. The number of AP and EMT shall be sufficient to care for the number of employees at the site in the case of an emergency.

1.6.19.2 All work crews, Contractor management personnel, and the COR shall be provided with information pertaining to the Contractor's arrangements for emergency medical treatment five (5) days prior to the start of work. This information shall include the following:

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

1.6.20 Marking of Work Zones. The Contractor shall mark all work zones using two lines of plastic yellow security ribbon. Yellow security ribbons shall be 8 cm wide and supported on very stable wood stakes. Likewise, the project excavation or high accident risk zones shall be signaled with warning signs or fences as protective measurements by the Contractor.

1.6.21 Construction Operations and Storage Areas.

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

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

1.6.22 Contractor Vehicles.

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

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

1.6.23 Unforeseen Conditions: The Contractor shall conduct aerial, surface, underground or embedded interference survey to avoid damage to pipes, boxes, cables, utility poles, hoses, wells or other elements in the work area. If a potential interference is found, the Contractor shall promptly give written notice to the KO/COR in accordance with FAR Clause 52.236-2, and prepare information for possible alternatives.

PART 2

2. DEFINITIONS AND ACRONYMS:

2.1 Definitions.

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

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

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

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

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

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

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

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

2.1.9 Quality Assurance (QA). The Government procedures to verify that tasks being performed by the Contractor are performed according to acceptable standards.

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

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

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

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

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

2.1.15 Project Engineer (PE)/Architect: The person who is the technical representative for the Contractor in all phases of the project, from design to final execution. This person will be responsible for design and materials submittals and will attend meetings as required for the project. The experience required is defined in Section 1.6.10.

2.1.16 Field Engineer/Architect. It is the onsite technical representative overseeing the engineering aspects of the project. This person will ensure proper work execution with regards to project designs, technical standards and project schedule. This person can also establish quality control construction processes. The experience required is defined in Section 1.6.10.

2.1.17 Project Superintendent/Foreman (Maestro de Obra). Person trained in all aspects of construction management with specific knowledge of construction processes. The experience required is defined in Section 1.6.10.

2.2. Acronyms:

ACI	American Concrete Institute
AFARS	Army Federal Acquisition Regulation Supplement
AISC	American Institute of Steel Construction
AR	Army Regulation
ASTM	American Society for Testing Materials
AWS	American Welding Society
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
CPM	Critical Path Method
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
IAW	In Accordance With
HID	High-intensity discharge
KO	Contracting Officer
NSR	Norma Sismo Resistente
NTC	Normas Técnicas Colombianas
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
PERT	Program Evaluation & Review Technique
POC	Point of Contact
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RETIE	Reglamento Técnico de Instalaciones Eléctricas
SOW	Statement of Work
TE	Technical Exhibit
UL	Underwriters Laboratories

PART 3

3. GOVERNMENT FURNISHED ITEMS AND SERVICES.

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

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES.

4.1 General. The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract as outlined within this SOW. All work shall be performed in accordance with manufacturer specifications and instructions for the products and/or materials to be used, and performed by certified personnel such as professional electrical engineers, electricians, architects, and civil engineers. The Contractor shall verify existing conditions prior to actual installation of the equipment. The Contractor shall comply with special considerations, safety program, required insurance and Military Base regulations.

4.2 Secret Facility Clearance. Not applicable.

4.3 Materials. The Contractor shall provide cement, aggregates, concrete, reinforced steel, metallic structure, welding materials, masonry, electrical materials, garage door, garage door opener, power generator, and all related materials for the generator and garage door installation.

4.4 Equipment. The Contractor shall provide all required material, tools, and equipment to install power generator back up and garage door.

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. It is highly recommended to the contractor to properly document existing conditions prior commerce of works by taking photos and having base official or representative to walk the work site. **He should formalize the existing conditions in a report with an official memo. This report and officio shall be signed by the Colombia Marines POC, contractor, KO, and COR.**

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

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

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

4.8 Progress Meetings. The Project Engineer/Architect may be required to meet at least weekly with the KO and/or the COR during the first month of construction and then as required throughout the period of performance. The Contractor shall be responsible for keeping minutes of these meetings. The written minutes of these meetings shall

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

4.9 Repair. The Contractor shall repair any damage to the existing grounds, facilities or property incurred during the course of construction at Tumaco to its original pre-existing conditions. Refer to section 4.5.1 Damage to Persons or Property for additional info.

4.10 Safety. The Contractor is responsible for the safety of workers and visitors to the work sites. The Contractor shall ensure that all personnel wear appropriate safety gear at all times in compliance with all Colombian Occupational Safety & Health regulations and ensure all local safety regulations are followed at all times. The Contractor shall provide sanitation 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 COR stating that no lead based paints or materials containing asbestos were used in this project at Tumaco. One copy of the letter shall be filed with project documents in the Resident Engineer's Office and second copy filed in the COR's project folder.

4.11 Utilities Connections and Excavations

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

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

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

4.13 Contractor Personnel The Contractor shall provide sufficient number of personnel, properly trained and qualified (i.e. civil engineer, architect, geotechnical engineer, electrical engineer, certified electricians and foremen), to perform the requirements of this contract at the worksite location. All non-laborer Contractor employees on this project shall maintain a proficiency license from the Colombian or an equivalent license from a foreign entity if the Contractor is based in a country other than Tumaco worksite location.

4.13.1 Project Engineer/Architect Superintendent/Foreman.

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

4.13.1.2 The Field Engineer/Architect and Superintendent/Foreman shall be designated in writing to the KO at least ten (10) days prior to contract performance. These key personnel shall be physically present at the worksite between the hours of 7:30 am to 4:30 p.m., excluding Colombian holidays, and any other time work is being performed at the site, as coordinated between the Contractor and COR. The Contractor shall provide to the KO and COR the phone numbers of the Project Engineer/Architect and alternate(s), Field Engineer/Architect and Superintendent/Foreman to be available during duty and non-duty hours (to include evenings, holidays, and weekends).

4.13.1.3 The Project Engineer/Architect shall be responsible for overall management and coordination of this contract; directing the onsite work; acquiring materials; able to resolve construction issues; and provide information about work progress to the COR. The Project Engineer/Architect shall be highly knowledgeable of the project progress and have a good working knowledge of Spanish be able to communicate effectively. By Good Working Knowledge the employee should be able to read/speak English and understand agency regulations, operating instructions, memoranda, and related material concerning the field of work, to prepare correspondence and standardized reports, and to communicate effectively with Spanish speaking staff members and the general public, including both Spanish speaking and non-Spanish speaking persons. The Project Engineer/Architect or their designated alternate shall be available to meet with U.S. Government personnel, or the KO, within 30 minutes unless otherwise coordinated with such designated personnel. After duty hours, the Project Engineer/Architect or designated alternates shall be available within two (2) hours in case of emergency.

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

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

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).

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 the project site.

PART 5

5. SPECIFICATIONS

5.1 General: The Contractor shall furnish all labor, transportation, equipment, materials, and any other items and services necessary to provide and install power generator and garage door with electric operator. The Contractor shall be responsible for the development of a material list for COR review. **The Contractor shall provide a draft list with corresponding technical information for review with his proposal.** Upon approval of the material list by Government, the contractor shall provide sample materials as identified in the approved material list. The Contractor shall submit all material under this section for COR approval and ensure that materials for project shall be environmentally friendly in accordance with paragraph 1.6.18.

The Contractor developed plans and works shall comply with “Norma Sismo Resistente” (NSR) – 2010 code, Colombian codes “Norma Tecnica Colombiana” (NTC) – 1500, “Reglamento Técnico del Sector de Agua Potable y Saneamiento Básico” (RAS)-2000, NTC 2050 and RETIE. Designs shall include the electrical design and generator shack design. The Contractor shall verify that the value of the resistance is the required value of (<25 ohms) or as required by code.

The Contractor shall include a Lightning Protection System Study IAW NTC 4552. ARSOUTH acceptance of the drawings does not waive the contractor’s responsibility to comply with the corresponding codes and rules for the design and construction. **The contractor shall submit within 10 days with after contract award, the construction and electrical designs/drawings, and diagrams based on the codes, signed and certified by a licensed structural and electrical engineers. He shall provide electric load study results. The Contractor shall also provide electrical load calculations to substantiate a capacity increase of 20 percent.** Formats for the drawings shall be submitted in AutoCad 2010 and pdf. The U.S. Army South engineer will approve the design. Neither the U.S. Government’s review, approval or acceptance of, nor payment for the requirement required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of actions arising out to the performance of this contract, and the Contractor shall be and remain liable to the U.S. Government in accordance with applicable law for all damages to the U.S. Government caused by the Contractor’s negligent performance under this contract.

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

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

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

5.2. Electrical Load Studies: The electrical load calculation for the CMSE house shall show electrical demand load in accordance with Article 220 of the 2011 National Electrical Code or equivalent Colombian Electrical Code. The load demand will help to provide an accurate, consistent, and simplified method of determining the minimum size electrical service for the power generator. The demand loads shall take into account various probabilities of simultaneous operation of electrical appliances, equipments, computers, air conditioner units, and potential future demand of 20 percent. The recommended load studies shall include solutions that are safety/fire hazard free.

5.3. Back-up power generator: The back-up power generator system shall be designed and installed in accordance with NFPA 30, Flammable and Combustible Liquids Code, NFPA 37, Standard for the Installation and Use of

Stationary Combustion Engines and Gas Turbines, NFPA, National Electric Code, and NFPA 110, Standard for Emergency and Standby Power Systems. Back-up power system shall consist of a diesel-engine (or a fuel sources common in the area of Tumaco) generator set with an automatic transfer switch. Generator set shall be completely enclosed in a weather resistant, corrosion resistant enclosure produced by the generator set manufacturer. The generator shall support the following loads: emergency lighting, computer, refrigeration and freezer, furnace, air conditioning, lighting – inside and outside, clean water for drinking and bathing, water pump, sump pump, kitchen appliances, cell phone chargers, Televisions, radios, washer, dryer, security system, garage door opener, fans, and other electric items. Minimum generator capacity shall be **40 KW**. Voltage and frequency shall match that of the house power supply. The generator and power supply provided by the Contractor must have a factory representative and part supplies warehouse located in Colombia. The generator shall provide backup power for the entire house during emergencies only.

5.3.1 Reserve fuel tank. The generator shall contain a sub-base day tank and a reserve fuel tank. The reserve fuel tank shall be sized to store the volume of fuel required to run the generator at full load for 168 hours (seven 24-hour days). The main tank shall be above ground, single wall type with full concrete containment pad and curbing. Designer shall calculate specific equipment loads for the generator. The system shall be capable of powering the emergency lighting and power loads within 10 seconds of power failure. Automatic transfer switch shall be supplied to switch power from normal electrical distribution system and the emergency generator. Generator and service shall be sized for full load of the equipment and 20 percent spare capacity. The preferred generating voltage shall be the highest utilization voltage proposed for the facility. The set shall conform to NFPA 37 Standard for the Installation of Combustion Engines and Gas. The set shall include automatic start-and stop equipment, solid state battery charger, and tanks and radiator as required. Manual test switch shall be provided for automatic transfer switch. Automatic transfer switch shall be of double throw construction. Switch shall be equipped with by-pass isolation for maintenance purposes. The engine-generator shall be **quiet operation**. Engine-generator set shall be provided with a vibration-isolation system in accordance with the manufacturer's standard recommendation. Vibration isolation systems shall be designed and qualified (as an integral part of the base and mounting system) to the seismic zone specified in previous sections.

Power generation package and all components shall be provided by a single manufacturer and installed complete and totally functional, with all necessary ancillary equipment.

5.3.2 The generator set shall include, at a minimum, the following components:

- A. Packaged diesel-engine generator set (Contractor shall ensure to search the fuel sources available in Tumaco and provide a generator that can be easily fueled).
 - B. Generator main circuit breaker, instrumentation, controls, protection, and isolation
 - C. Automatic transfer switch
 - D. Factory provided corrosion resistant weather enclosure
 - E. Starting system
 - F. Air intake louvers, exhaust louvers, dampers, etc.
 - G. Cooling system
 - H. Fuel supply system with sub-base day tank
 - I. Above ground main fuel storage tank (to sustain 24hr/7 for a week). This storage tank shall be installed in a self-contained spillage prevention pool. Pool shall be designed to contain potential leakage to the tank capacity.
 - J. Exhaust system
 - K. Lubrication system
 - L. Concrete base structure for mounting the generator
 - M. Vibration isolation
 - N. Seismic protection
 - O. Main fuel tank concrete base and 100% fuel containment area
 - P. Shut-off valve with redundancy system
 - Q. Framed Instructions
-

R. Fire Extinguisher

S. Grounding and lighting protection system for the back-up power generator, fuel tank, and generator and fuel tank shacks.

5.3.3 Tests. All systems shall be examined to determine their correct operation. Tests shall be performed when the project is finished to determine if there are possible short-circuits and grounding failures. The insulation resistance shall be the same or higher than what was demanded by NEC.

The impedance to ground of the electric system shall be approved at the end of the project and it shall not exceed the value of 25 Ohms. The Contractor shall provide all necessary testing equipment and perform the tests in the presence of the COR, who shall be given at least 7 days notice.

5.3.4 Signage and Instructions. All boards shall have permanent and weather resistant signs to identify each circuit or feeder. Outlets for 220 volts shall also have signs to identify them from other outlets. The Owner shall be given two sets of equipment instructions for operation and proper maintenances.

5.3.5 Paint. All metallic conduits to be installed underground shall be painted with an asphalt base paint before being covered with concrete. All exposed conduit shall receive two coats of anticorrosive paint, as well as the supports, accessories, and register boxes. All metallic surfaces of electronic equipment that arrives painted from the manufacturer and has scratches, shall be repainted and given a finish similar to the original.

5.4 Garage door with electric operator: Contractor shall provide and install a 3-layer heavy duty construction garage door with insulation with R-value of 20 or higher. The three-layer construction shall be composite material to include a layer of 24-gauge (or better) galvanized steel-insulation-galvanized steel. Door shall be fabricated using sectional 24-gauge steel panels. Contractor shall submit catalog cut of proposed garage door with his proposal. Proposed garage door shall ensure durability, security, energy efficiency, and dent resistance. Contractor shall provide required galvanized spring with at least 12,000 life cycles, high grade safety joint to protect fingers, hands, and arms from serious injury, high grade 16-gauge steel track and roller, high grade 12-gauge safety hinge, high grade 1/8 inch lift cable with 2,000 pound lift capacity, and other required hardware. Contractor shall include a bottom weather seal in rust-proof aluminum retainer. The door opening size is approximately 6 meters by 2.2 meters. Contractor shall verify these dimensions. Garage door color shall be white without windows. Door material shall consist of hot-dipped galvanized steel with two coats of baked-on polyester paint. Contractor shall include warranty and point of contact information for this warranty.

5.4.1 Contractor shall also provide and install quiet and durable automatic electric powered garage door opener. The garage door opener can be screw drive, belt drive, or chain drive openers. Contractor shall verify if direct current (DC) power is needed for the installation. Contractor shall provide a 1-1/2 horse power motor to lift the sectional garage door. Contractor shall provide three remote controls, one wall console, and one wireless keypad. Contractor shall provide and install sensors to monitor and stop the door for additional safety. A two energy efficient-bulb lighting system with motion detection shall be included. The sensor shall have infrared beam that will be activated when objects pass through the infrared beam. Once the sensor is activated, the door shall automatically stop closing, and then reverse. Contractor shall provide required door frame, rail system, hardware, and accessories for complete door installation and operation. Contractor shall provide an independent circuit breaker for the garage door power motor. Contractor shall provide required electrical wiring, chase, conduits, and fittings for required electrical connections to power the electrical power generator. Contractor shall include warranty and point of contact information for this warranty.

5.5 Training: Training for operation and maintenance of the back-up generator and reserve fuel tank shall be provided to Colombian designated operators. This training shall include hand-on session and handout materials with emergency point of contact information (i.e. Name, phone, email, and address). Contractor will provide a detailed

training agenda to the PE. Training packet shall include basic operations on assigned operators; checks before, during, and after operations; and immediate action in the event of a malfunction and conduct pre-set operations.

5.6 Generator and fuel tank shacks:

Contractor shall construct generator and reserve fuel tank shacks to provide protection against the salty environment and other weather elements. Contractor shall design a concrete slab, walls, roof, and containment pool. Approximately dimensions for the generator shack are 3 m x 3.5 m x 3 m. Approximately dimensions for the reserve fuel tank shack are 3 m x 3.5 m x 3 m.

5.6.1. Foundation: The Contractor shall design the foundation for the back-up generator and reserve fuel tank considering actual site conditions. The contractor shall clear, fill, and compact selected fill material to provide adequate site for construction.

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

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

5.6.4 Aggregates: The aggregates used in the concrete mixture shall be classified according to size and stored orderly to avoid being mixed, dirtied, or mixed with foreign matter. They shall meet all the specifications of ASTM class C-33-67 for concrete aggregates. Sand shall be free of all vegetable, mica, slime, organic matter, etc. It shall contain deleterious substance in excess of the following percentages: Clay clods - 1%, Pit Coal and Lignite - 1%, Material passing #200 Screen - 3%. The sand quality and granulometry shall be such that it meets the requirements of the corresponding specifications and allows for thick concrete without excess cement, as well as the required resistance. The size of the crushed stone shall not be larger than 1/5 than the greatest separation from the sides of the formwork; 1/3 of the slab, or 3/4 of the free space between individual rebar or rebar ties, except when the contrary is indicated. It shall meet the ASTM C-33 standards and its maximum dimension shall be according to Section 33 of the ACI 318 – 83 Regulation.

5.6.5 Reinforced Steel: The reinforcing steel shall meet the ASTM-A-615 specifications. Contractor shall provide deformed mild steel rebar. Deformed refers to patterns rolled onto the rebar to help the concrete get a grip on the bar. All steel shall be new billet steel conforming to ASTM A615 Grade 60. Rebar grade shall be 60 (420 for metric). Minimum yield strength shall be 420 MPa (60,900 psi). All dirt and non-adhered oxidation in an advanced state shall be cleaned from reinforced steel. The rebar shall be bent cold, adjusting them according to the project plans and specifications, with no mistakes greater than one centimeter.

5.6.6 Roof: Contractor shall provide treated-structural wooden structure with galvanized steel connectors. Contractor shall provide clay tiles for the roof panels. The roof system shall be designed considering Tumaco wind and seismic conditions.

5.6.7 Masonry Unit Blocks: Concrete Blocks shall be the same size, and color with uniform texture. The block compression resistance shall be $f_m = 95 \text{ Kg/cm}^2$ (1,350 ksi). The block shall be totally cured before leaving the plant and during their transportation; precautions shall be taken to avoid flaking and cracks. Contractor shall provide concrete block accordingly with ASTM standard specification C90 and UBC standard specification 24-1. The specification covers hollow concrete masonry units (CMU) made from Portland cement, water, and aggregates. The CMUs shall be suitable for load bearing applications. CMUs shall be made from lightweight aggregates and non-moisture controlled. Cementations materials and aggregates used for the manufacturing of the CMUs shall conform to ASTM C150, ASTM C33, and ASTM C331. The average CMU compressive strength for three units shall be 13.1 MPa (1,900 psi) and individual unit shall be 11.7 MPa (1,700 psi). CMU grade shall be ASTM grade "N," Type 2 with core area equal to 40% to 50% of gross area. Six sacks per cubic yard concrete mix and 18 to 23 Kg (40 to 50 lb) weight per block. These specs apply to CMU 2-core and bond beam ("U") block styles. Contractor shall cut 2-hole block if U-block are not readily available. A sample of a cut block shall be provided for approval.

All units shall be sound and free of cracks or other defects. Minor cracks incidental to the usual method of manufacture or minor chipping resulting from customary method of handling in shipment and delivery are not grounds for rejections. Five percent of a shipment containing chips not larger than 25.4 mm (1 in) in any dimension, or cracks not wider than 0.5 mm (0.02 in) and not longer than 25% of the nominal height of the unit is permitted.

5.6.8 Illumination: Contractor shall provide illumination inside the generator and fuel shacks. Contractor shall use energy efficient light bulbs.

5.6.9 Containment pool: Contractor shall install reserve tank in a containment pool to collect potential leakage. The pool shall be constructed with leakage proof walls and floor. It shall also include required valves and collector fittings. Contractor shall provide alert system to announce leakage. The alert system shall be both visual and sound alerts.

5.7 Underground utilities: The work shall include but not limited to leveling of existing site, trench cut, selected material for filling, compaction, and surface restoration. The Contractor shall verify all dimensions and existing conditions prior to actual construction and notify the Contracting Officer (KO). All work shall be in accordance with manufacturer recommendations for the products to be used, and done by certified personnel. The complete system shall meet American Society for Testing and Materials (ASTM) ASTM 7-05 and NEC article 690. The Contractor shall excavate trenches to install underground electrical cables for the back-up generator. Contractor shall provide a complete infrastructure to include, but not be limited to, connection to existing electrical grid, grounding, and any other accessory for a complete installation. Contractor shall excavate a 300 millimeter (mm) wide trench. The minimum depth of the trench shall be 762 mm (or as code dictates). A 152 mm layer of sand shall be placed in the bottom of the trench. Contractor shall then install a 51 mm long bell PVC schedule 40 conduit. The conduit shall be Underwriter Laboratory (UL) rated or Colombian Equivalent Underwriters Laboratory and it shall be labeled in the conduit. Contractor shall provide a conduit run for the electrical wires. Contractor shall then cover the conduits with the excavated materials (or as requested by code). Material shall be placed and compacted according to UFC and NEC electrical codes. An underground detection sign fabric shall be also installed according to code. Contractor shall provide and install inspection boxes as required by code. The inspection boxes shall be pre-fabricated boxes or masonry boxes constructed at the site approved for such purpose. Boxes shall have a cover lid with locking mechanism to avoid vandalism or tampering. Contractor shall provide with inspection boxes all connection accessories. Contractor shall provide submittals for inspection boxes, conduits, wires, detection sign fabric, and design 30 days after contract is awarded.

5.8. Technical Exhibit: Technical Exhibit 1 includes the deliverables schedule for this contract.

5.9. Final Report: The contractor shall submit final report, 2 Digital in English and 1 Digital in Spanish to include all maintenance manuals for all equipment installed, as-built drawings, bi-weekly reports, invoices, final

construction schedule, and all other documentation required to turn over the construction project to COR for approval. Final payment will be withheld until final report is received and approved.

IT IS CONTRACTOR RESPONSIBILITY TO VERIFY THE APPROXIMATED QUANTITIES IN THIS SOW.

5.10. Final clean up: The Contractor shall do a final cleaning to include 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.

PART 6

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

- American National Standards Institute Standards (ANSI)
- American Society of Testing and Materials (ASTM)
- National Electrical Manufacturers Association (NEMA)
- International Building Code (IBC)
- Electronic Industries Alliance (EIA)
- Federal, State, County, and local environmental regulations.
- Federal Specification Cabinet, Security, Weapons Storage (AA-C-2859A).
- National Fire Protection Association (NFPA)
- IEEEEC2, National Electrical Safety Code
- National Electric Code 2011 (NEC)
- Norma Sismo Resistente 2010 (NSR 10)
- Normas Técnicas Colombianas (NTC)
- International Electrotechnical Commission (IEC)
- Reglamento Técnico de Instalaciones Eléctricas (RETIE)
- Reglamento Técnico de Iluminación y Alumbrado Público (RETILAP)
- Underwriters Laboratories (UL)
- Flammable and Combustible Liquids Code (NFPA 30)
- Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines (NFPA 37)
- National Electric Code (NFPA)
- Standard for Emergency and Standby Power Systems (NFPA 110)
- Lightning Protection System Study (NTC 4552)

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

PART 7

7. ATTACHMENT/TECHNICAL EXHIBIT LISTING

7.1 Technical Exhibit 1 – The Deliverables schedule.

Technical Exhibit 1 – DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
1. Contractor shall provide a copy of the QC plan. See paragraph 1.6.1 for additional information.	Deliverable after Contract Award	One copy, 30 days after contract award	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
2. Contractor shall provide meetings minutes. See paragraph 1.6.8 for additional information.	2 days after meeting	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
3. Contractor shall provide license and permit documentation. See paragraph 1.6.17 for additional information.	Prior start construction	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
4. Contractor shall provide a list of all vehicles. See paragraph 1.6.22 for additional information.	Within 5 days of contract award	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
5. Contractor shall properly document existing conditions prior to commencement of work by taking photos and having base official or representative to walk the work site. See paragraph 4.5.1 Damage to Persons or Property for additional info.	Due 10 days after the contract.	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
6. Contractor shall certify all completed work on bi-weekly basis and provide bi-weekly progress report. See paragraph 4.6 for additional information.	Due every other Tuesday, no later than 1300 hrs (1:00 p.m. CST).	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
7. Prohibition on Asbestos and Lead Based Paints. See paragraph 4.10.1 for additional information.	Deliverable after Contract Award	One copy, 30 days after contract award	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
8. Personnel Listing. Contractor shall have five days to submit to the KO a list of workers and Project Managers assigned to work. See paragraph 4.13.2 for additional information.	Deliverable after Contract Award	One copy, 30 days after contract award	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil ; jose.m.olivieriresto.civ@mail.mil
9. Design Plans and soil study results and recommendations. See paragraph 5 for additional information.	Within 15 days of Contract Award	1 original and 1 copy	Electronic copy, AutoCAD 2010 and pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
10. Submittal with the resume for all designers used for all drawings and calculations, before they start to work on those. See paragraph 1.6.10 for additional information.	Within 10 days of contract award	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
11. Submittal for all materials to be used for the project. See paragraph 5 and sections below it for additional information.	As indicated in SOW	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
12. Submittal for the Project Engineer/ Architect, Field Engineer/Architect and Superintendant/Foreman Section 1.6.10	10 days of contract award	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
13. Underground utilities submittal. Section 5.7	30 days after contract is awarded	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil
14. Final Report Section 5.8	For final payment	3 original	2 Digital in English and 1 Digital in Spanish	COR rosa.l.santoni.civ@mail.mil ; KO, Robert.r.devisser.civ@mail.mil

PAYMENT REMARKS

NET 30 PAYMENTS WILL BE MADE.