

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W913FT-11-T-0066	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11-Jul-2011	PAGE OF PAGES 1 OF 26
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0010054244	6. PROJECT NO.
-----------------	---	----------------

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

9. FOR INFORMATION CALL:	A. NAME MICHAEL HAYDO	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 571-383-4231
--------------------------	--------------------------	--

SOLICITATION

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

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

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

Scope: Construct a road and a concrete pad in Villavicenzio, Colombia

FAR 36.204 Disclosure of magnitude for this construction project is betw een USD \$25,000 and \$100,000.

This is a Request for Quote under Simplified Acquisition Procedures.

A visit to the worksite w ill be conducted on TBD.

CLOSING DATE TO SUBMIT PRICE QUOTE (RFQ): 29 July, 2011 at 10:00 PM (EST). Refer to Instructions to Offerors on Page 12 of RFQ.

Solicitation Index:
Section 00010 – SF1442
Section 00100 – Proposal Schedule/Instructions to Offerors/Statement of Work
Section 00600 – Representations and Certifications
Section 00700 – Contract Clauses
Section 00800 – Special contract Requirements

Attachments: TAB 1 Price List, TAB 2 Draw ing

11. The Contractor shall begin performance w ithin 10 calendar days and complete it w ithin 60 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See FAR 211-10 _____ .)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
--	--------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

B. An offer guarantee is, is not required.

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

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due w ill not be considered and w ill be rejected.

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

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

31A. NAME OF CONTRACTING OFFICER

(Type or print)

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ROAD INSTALLATION AND PAVING FFP ROAD INSTALLATION AND PAVING FOB: Destination PURCHASE REQUEST NUMBER: 0010054244	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CONCRETE PAD FFP Construct a concrete pad close to the road in accordance with the attached SOW. FOB: Destination	1	Job		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2011 TO 30-SEP-2011	N/A	USMILGP COLOMBIA - USARSO APIAY HAROLD LEE APIAY AIR FORCE BASE VILLAVICENCIO 310-242-8203 FOB: Destination	WF7LKT
0002	POP 01-AUG-2011 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

Section 00100 - Bidding Schedule/Instructions to Bidders

SOW

STATEMENT OF WORK
KEY HOLE CONNECTING ROAD AND CONCRETE PAD

1. GENERAL

1.1. Scope of work. The Contractor shall provide a connecting road on the Luis F. Gomez Niño Colombian Air Force base (Comando Aéreo de Combate No. 2 (CACOM2)) in Villavicencio, Colombia. The work shall be a complete delivery project for the design and construction of a 90m road, to be delivered completely finished and with the necessary infrastructure for its operation. Road shall be designed to withstand low volume heavy truck traffic.

1.2. Loading Pad: A 20-m by 20-m loading pad shall also be provided next to the new road. Contractor shall quote this pad as a separate item. The pad shall be constructed using the same methodology described in sections 2.1 to 2.4.

1.3. Description. The Contractor shall provide the necessary engineering services, construction materials, and manpower to guarantee the performance of a complete work complying with all of the specifications. The Contractor shall maintain at the site a supervisor/qualified engineer who will be responsible for the execution of the works, acquiring materials, and will be able to give technical solution and information about the work. The construction will take into account the handling and maintenance feasibility of the construction, and components.

1.4. Required Period. The Contractor shall complete all work no later than **60 days**. There shall be a pre-construction meeting, scheduled quality assurance meetings, and final inspection by the Contracting Officer (KO) or his/her Representative and USARSO engineer prior to and upon completion of the project.

1.5. Submittals. The Contractor shall submit designs, drawings, and manufacturer's technical literature of the proposed road design to include steel specs, aggregate gradation and quality, and concrete mix specs with his/her proposal.

1.6. Supervision. The Contractor shall be required to have one (1) person designated as supervisor on the work site.

1.7. Cleanliness. The Contractor shall maintain the work site in a neat, orderly, and safe condition at all times. The Contractor shall remove debris on a daily basis. The Contractor shall remove all tools, supplies, equipment, and debris upon completion of the contract.

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

1.9. Safety. The Contractor is responsible for the safety of workers and visitors to the work site. The Contractor will ensure that all personnel are wearing appropriate safety gear at all times, and will ensure that all National Electric Code (NEC), Occupational Safety & Health Administration (OSHA), and local safety regulations are followed at all times.

1.10. Transportation. It will be made by road; the Contractor will be responsible for the transportation of personnel and the materials to the work site.

1.11. Standards. All the work shall be made according to the government, commercial or industrial codes, design and construction standards, rules and local frame works. Should any conflict arise among them, the strictest of all the above shall be applied. The construction must be designed and built according to the Colombian Road Construction Code. The contractor shall submit with the proposal, the structure's calculations, the designs, and diagrams based on the code, signed and certified by a licensed civil or structural engineer. Once the design is approved, any design change should be submitted to the KO through the US Army South (USARSO) engineer for approval. Contractor should not proceed without a contract modification.

These designs shall be submitted in the proposal with the curriculum vitae of structural engineer. The foundation and structure shall be designed based on the soil studies the contractor shall elaborate in order to determine the foundation that guarantees the stability of the structure. A copy of these studies shall be submitted to the USARSO engineer, before excavation work may begin.

1.12. Documentation. All the drawings, specifications, users, operation and maintenance handbooks, manufactures information, and other documents derived from the work, will belong to the clients and should be turned over to them, as well as an original and four copies of the final construction and architectural drawings (as-built).

1.13. Site Access. The work site is on the Luis F. Gomez Niño Colombian Air Force base (Comando Aéreo de Combate No. 2 (CACOM2)) in Villavicencio, Colombia. Designated members of the Colombian air forces, and the KO and/or his representative(s) may be required to gain access to the site during construction. Contractor shall coordinate access to the base and storage of materials needed for this contract with **Harold J. Lee** at phone number **310-242-8203** or by e-mail at **Harold.lee@us.army.mil**.

2.0 SPECIFICATIONS

The scope of work associate with the road consists of design and construction of a 90-m road with reinforced culvert for drainage and a 20-m x 20-m loading pad. Approximate road area is 1,200 square meters. Refer to Technical Exhibit 1. Purchasing and transporting all materials to construct it is also included in this SOW.

2.1 Excavation: This excavation includes the vegetation layer removal, organic soil removal, general cleaning, loading, and transportation and dumping of the excavated material out of the construction site at the designated areas authorized by the Military Base or the municipality. After arriving to the lowest level of excavation in all the area, a general compaction of the sub

grade at 90% from the modified proctor is required. Contractor shall provide field compaction test results to USARSO for approval, before work may begin.

2.2 Requirements: Contractor should comply with the following requirements.

- Dimension of the road should be 90m in length by 3.7 m wide.
- Road sub base and base shall be made of organic free soil material.
- Compact material in 30 cm lifts.
- Contractor should use a geosynthetic between the sub grade and the sub base.
- Contractor should consider that the prime factor influencing the structural design of a pavement is the load carrying capacity required. The thickness of pavement necessary to provide the desired load carrying capacity is a function of the following five principal variables- (1) Vehicle wheel load or axle load, (2) Configuration of vehicle wheels or tracks, (3) Volume of traffic during the design life of pavement, and (4) Soil strength.

- The Contractor should adopt a design procedure to ensure that each layer be thick enough to distribute the stresses induced by traffic so that when they reach the underlying layer they will not overstress and produce excessive shear deformation in the underlying layer. Each layer must also be compacted adequately so that heavy vehicle does not degrade the layers. Use American Society for Testing and Materials (ASTM) D 1557 compaction procedures to design against consolidation under traffic.

2.3 Compacted Subbase and Base Material: After excavation to the subgrade level, a high quality compacted fill should be used for the subbase and base. They should be compacted in 15 cm thick layers, until 95% from the modified proctor (minimum 3 densities shall be taken for each 30 cm thickness). The thickness of the filling soil should be determined by the soil study, and it will be done in all the work area while taking into account how deep the excavation was at a specific zone. The laying and compaction of the material shall be made according to the standards for this type of activities at the optimum water content obtained from the laboratory results. Copy of densities, moisture content, and compaction effort should be provided for each lift. This information shall be provided to the USARSO engineer for approval.

2.4 Structural layer: The surfaced layer shall be asphalt. The subgrade condition and the subbase and base materials will determine the thickness of this layer. The minimum thickness should be provided to USARSO engineer for approval. Contractor should use local sources when ever is possible.

2.5. Coverage: The road slopes shall be covered with grass. The contractor shall use grass seed or sods over the finished slopes. The contractor shall be responsible for the grass maintenance until it covers the entire area and is mowed for the first time (when it grows 2 in.).

2.6. Drainage: An open channel is located in the proposed road location. Contractor shall provide a reinforced box culvert or similar structures to keep the channel unobstructed. The minimum culvert size shall be determined by the water flow in the base. Contractor shall provide analysis reflecting the minimum size to USARSO engineer to ensure that water can flow

without clogging. Contractor shall provide technical specification or design of the culvert for approval to USARSO engineer.

3.0 TECHNICAL PARAMETERS

3.1 The Contractor shall have made a research on air, surface, underground, or embedded interferences, to avoid any damage to the pipes, boxes, cables, poles, hoses, wells or other elements or existing structures in the excavation area or close to it. If the excavation interferes with sewage systems or pipes, the Contractor should provide adequate protection for such structures.

3.2 The contractor shall maintain free access to siphons, lids, and collectors of public utilities networks to avoid any obstruction or damage.

3.3 Laying of filling soil and concrete should be avoided if the atmospheric conditions do not allow. These works shall be conducted over dry surface. They should not be conducted during rain or rain forecast.

3.4 Any change of materials, such as asphalt cement, filling soil, aggregate, or steel implies a new design with its lab certificate. The USARSO engineer must approve these changes.

4.0 GENERAL NOTES

4.1. Item prices must include general daily cleaning and debris removal to the authorized dumping area in the municipality, or one authorized by the Base or the contract representative. Under no circumstances should materials be burned. Cleaning includes disassembly of camps or temporary structures.

4.2. The surrounding terrain shall be delivered in the original condition before the work began (with grass, gravel, sidewalks, floor finishing or whatever applies to each case).

4.3. The quotation must include high quality materials designed for rough use and long life.

4.4. Before the works start, the contractor shall send a list of the field personnel with their complete names, identification card numbers, and a list of the vehicles and equipment that will be accessing the area to be used by the Base to verify credentials and issues the access permits.

4.5. The work zone must be marked by plastic security ribbon. Likewise, the project excavation or high accident risk zones must be signaled with warning signs or fences as protection.

4.6. Work site areas, equipment, and other related elements must be protected to minimize or avoid damage or deterioration. Maintenance or repair due to improper use or negligence by the Contractor or its workers is the responsibility of the contractor.

4.7. The normal base schedule is between 7 a.m. to 4 p.m. Before starting construction, the Contractor must verify the base schedule with the designated personnel. If overtime is necessary, the corresponding permits shall be requested ahead of time.

4.8. Once the project is completed, the contractor must deliver the following items: a) Photographs of each stage of the construction process (in case the Base does not allow photographs, contractor should be informed before start). b) Three copies of the as-build drawings (1 m x 0.70 m). c) Three copies of the drawings letter size. d) Three compact disks with the electronic files of the projects including forms, reports, photos, manuals, drawings, etc. e) Three copies of the corresponding manuals (if it applies). These items are required to elaborate the work receipt minutes and be able to process the corresponding bills.

INSTRUCTIONS TO OFFERORS

1. DELIVERY OF OFFER: All responses shall be in English and legible.

Electronic submission. The Contractor shall provide one copy of their offer as an electronic file (acceptable electronic submissions are: Microsoft WORD, EXCEL, and Adobe PDF only). The preferred method is by email, but a CD delivered before the closing date is fine for very large files. The offer shall be submitted to Michael.haydo@tscsouthcom.mil and Rosalba.mateus@tscsouthcom.mil before 10:00 AM (local time) 29 July 2011. No fax copies will be accepted. Separate the technical proposal from the price proposal.

b. Solicitation Questions: Questions regarding this solicitation shall be submitted in writing to the Contracting Specialist by email Michael.haydo@tscsouthcom.mil or Rosalba.mateus@tscsouthcom.mil. **The Government will answer all questions received by 3:00 PM on 22 July 2011.** The Government reserves the right not to respond to any questions received concerning this solicitation after the question receipt date and time above. Accordingly, Contractors are encouraged to carefully review all solicitation requirements and submit questions to the Government before the closing of questions.

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

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

- Section 00100 - **This is a fixed price contract payable in United States Dollar (USD) for companies based in the United States, and Colombian Pesos for companies based in Colombia (see FAR clause 52.225-17).** Price all Line Items. **Attachment 1** "Breakdown of Pricing Worksheet" - Complete all applicable portions of this form in each relevant category (such as labor, materials, etc.); Although the contract shall be awarded as a lump sum project, the offeror is required to provide a **detailed price breakdown** with their offer of the price elements included in the lump sum.

- Offeror is to complete Attachment 2 – Pre-award Data and submit with their offer. The contractor shall provide a minimum of two (2) relevant contracts of same or similar type contracts completed within the past three years.

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

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

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

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

3. EVALUATION OF OFFERS: Offers will be evaluated using past performance and price as evaluation criteria. The Government will review Attachment 1, Cost Breakdown WorkSheet to determine the reasonableness of the proposed price.

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

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

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

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

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

4. AWARD. Subject to the provisions contained herein, the Government intends to award a single contract resulting from the solicitation, to the Offeror whose response conforms to the Statement of Work, has acceptable past performance and provides the lowest total price for the actual contract line items awarded considering available funding.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.225-20 Prohibition on Conducting Restricted Business Operations in AUG 2009
Sudan--Certification

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
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
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991

252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Alt III Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007) ALTERNATE I (AUG 2007)

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

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) (A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies Performance to in/at:
-----	-----,....	-----
-----	-----,....	-----

(Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.)

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to--

- (1) Required removal of a Contractor employee or employees from the performance of the contract;
- (2) Required subcontractor termination;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of clause)

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

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

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

(b) Site visit will be on TBD may be arranged during normal duty hours by contacting: **Harold J. Lee** at phone number **310-242-8203** or by e-mail at Harold.lee@us.army.mil.

(End of provision)

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

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

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

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

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

www.farsite.hill.af.mil

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.farsite.hill.af.mil

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is--
- (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the U.S. Embassy, Bogota Regional Security Office
- (End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
 - (1) Check all drawings furnished immediately upon receipt;
 - (2) Compare all drawings and verify the figures before laying out the work;
 - (3) Promptly notify the Contracting Officer of any discrepancies;
 - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
 - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
 - (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Drawing No. TAB 2

(End of clause)

Section 00800 - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 General Instructions

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

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

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

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

Full Name

Place and Date of Birth

Current Address

Identification Number

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

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

12.1 Punch List: One will be given to the contractor at inspections, and they must correct any issues. A final inspection is completed to ensure punch list items were corrected.

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

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

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

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

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

