SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W913FT-11-T-0045	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☐ NEGOTIATED *(RFP)*	3. DATE ISSUED 05-Jul-2011	PAGE OF PAGES 1 OF 30

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WF7LKT10110602	6. PROJECT NO.

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

9. FOR INFORMATION CALL:	A. NAME MICHAEL HAYDO	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)* 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 laws. By submitting a proposal the contractor shall guarantee that they have everything in place to complete the project to satisfaction. All equipment, materials, labor, licenses, warranties, and insurances are the responsibility of the contractor.

Scope: Construct one (1) school in Campo Hermoso, Caqueta, Colombia

FAR 36.204 Disclosure of magnitude for this construction project is between USD $100,000 and $250,000

This is a Request for Quote under Simplified Acquisition Procedures.
A visit to the worksite will be conducted on 15 July. Questions may be directed to the USMILGP Logmis Project Engineer (see Clause 52.236-27).

CLOSING DATE TO SUBMIT PRICE QUOTE (RFQ): 8 Aug, 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: Tabs 1-3 Drawings, Tab 4Price Breakdown Worksheet,

11. The Contractor shall begin performance within 10 calendar days and complete it within 150 calendar days after receiving
[X] award, ☐ notice to proceed. This performance period is [X] mandatory, ☐ negotiable. *(See* FAR 52.211-10 *.)*

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

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

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

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

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

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

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

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

AMOUNTS	SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each		
	CONSTRUCTION FFP CONTRACTOR SHALL CONSTRUCT A SCHOOL IN CAMPO HERMOSO SAN VICENTE DEL CAGUAN IN ACCORDANCE WITH THE STATEMENT OF WORK, DRAWINGS, AND SPECIFICATIONS. THE CONTRACTOR SHALL COMPLETE THE DETAILED PRICE SHEET AND ONLY ENTER THE TOTAL AMOUNT IN THIS BLOCK. DO NOT INCLUDE IVA IN THIS TOTAL. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10110602				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each		
	IVA TAXES FFP CLIN included for accounting purposes only. An IVA exemption letter shall be issued to the contractor upon award. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10110602				
				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	150 dys. ADC	1	SEE THE ATTACHED PWS/SPEC DESGINATED COR OR POC FOR COMPLETE DELIVERY INFORMATION SEE SCHEDULE FOB: Destination	WF7LKT
0002	150 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

SOW

STATEMENT OF WORK (SOW)
SCHOOL CONSTRUCTION IN CAMPO HERMOSO

1.0 SCOPE OF WORK: The Contractor shall provide drawings, construction and all civil works to construct two classrooms for the existing school located in the municipality of San Vicente del Caguas, town of Campo Hermoso, Caqueta, Colombia IAW the Statement of Work (SOW). The scope of work includes:

- Localization and lay out the project at the project site.
- Excavation of footers, compacted filling, proper concrete mix for the footings, footing beams, aerial beams, columns, lintels, slabs and sidewalks.
- Provide and install rainwater system.
- Provide and install electrical system and accessories.
- Provide and install blocks (masonry) for walls.
- Plaster and paint walls, install floor tiles, windows, security bars and doors.
- Provide and install metallic structure and roof materials, commemorative plate and flag area and clean-up

The dimensions of each classroom shall be 9.420m x 10m, and the total project area to build the classrooms shall be 19.10m x 10m.

1.1 Required Performance Period: The Contractor shall be afforded 150 days from the date of award to complete all work. A final inspection by the Contracting Officer (KO) and PE will be conducted prior to acceptance of the project and final payment made.

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

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

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

2.1 Drawings: All structural, architectural, hydro-sanitary, and electrical drawings shall be provided to the Project Engineer (PE) for approval within 15 days of award. All drawings shall be developed by an engineer certified in that particular discipline, and comply with appropriate codes. Once approved all shall become part of the contract specifications. This includes the:

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

2.1.2 Hydraulic, Sanitary and Rainwater Drawings: Comply with Colombian codes "Norma Tecnica Colombiana" (NTC) – 1500.

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

2.2 Soil Study: The Contractor shall provide a soil study for PE approval within 15 days of contract award, and before construction may begin.

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

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

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

2.6 Superintendent Engineer/Architect Resume: The Government shall consider the extent to which the proposed Superintendent Engineer/Architect has experience on projects equal to or greater than the work required for this project in terms of magnitude. The resume shall be provided to the PE for approval, before work may begin

3.0 DETAILED ACTIVITIES:

3.1 Excavation: All vegetation (it includes some trees) and top soil shall be removed from site, compacting the exposed surface to at least 95% Proctor Standard (per NSR-2010 code), before beginning backfill. The Contractor shall also provide Proctor Standard results to PE for approval before starting backfill. This includes backfilling and leveling the ground (0,50 mts over level 0,0 or existing level) according to the recommendations given in the soil study, and their reasonable proximity to the alignment and gradient shown in the plans or set by the PE. The Contractor shall remove excess materials, and debris to an area authorized by local authorities.

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

- Concrete footing and foundation beams
- Concrete slabs for the building.
- Concrete columns, aerial beams, roof beams, lintels and confinement structure for walls.
- Concrete slab sub floor.
- Perimeter channel in concrete for water collecting.

- Sidewalks for the entrance of the building shall be constructed and shall be at least 1,10 m wide.
- Concrete mix design shall comply with 3000 psi at 28 days strength -.

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

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

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

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

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

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

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

3.4 Metallic Structure: The Contractor shall ensure that all materials, equipment, tools, and labor are provided for the complete installation of the metallic roof structure. This shall include but not limited to the supply and installation of the required anchors to support covered areas. All metal work shall be painted with industrial anticorrosive paint at 3mils thick, and 3mils thick enamels The Contractor shall provide, for PE approval, patterns for placement, anchor and bolt examples, and all steel elements to be embedded in the concrete, 8 days before installation. The design of welded connections, electrodes, filler metal, labor, inspections, and tests shall follow

standards determined by the latest American Welding Standards (AWS) and American Institute of Steel Construction (AISC) editions. Welding samples, methods, and electrodes shall be approved by the PE, before installation may begin. If doubts arise about a weld sample, the PE shall order trepanation tests at no cost to the government. If deficiencies are found, then all welds shall be checked, and re-welded. The joint plates for columns shall be joined by welding each side of the plate, with a minimum length of ½ the length of the plate

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

3.6 Commemorative Plate: The Contractor shall supply and install a plaque in "piedra muñeca" of 0.50 m by 0.40 m. The text of the commemorative plate shall be submitted to PE for approval, before the plate is produced.

3.7 Flag Area: The Contractor shall construct a flag plaza; it shall be submitted to PE for approval, before the flag plaza is produced. This includes supply and installation of three (3) flagpoles of 2" diameter by 4 m high painted with minimum 3 mils each of anticorrosive and enamel paint.

3.8 ELECTRICAL NETWORK

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

NOTE: Wiring shall fulfill the following requirements:

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

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

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

3.8.2 Electrical House Connection: This shall be underground Polyvinyl Chloride (PVC) pipe and include a distribution switchboard and other elements in approved drawing. The main electrical feed and entire distribution system shall comply with Colombian Electrical Code (NTC-2050). (60 mts aprox from the exiting electric line)

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

3.8.4 Grounded system: The Contractor shall ensure that grounding is executed in accordance with approved drawings (Item 2.1.3).

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

3.8.6 Electrical Outlets: The Contractor shall deliver and install the electrical installations include a minimum of sixteen (16) double electrical outlets to the Classroom facilities. Non-regulated power circuit shall be installed with ground connection, observing the following conditions:

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

3.9 HYDRAULIC – SANITARY NETWORK: The Contractor shall ensure that all materials, equipment, and labor are provided for the complete installation of a potable water distribution network and wastewater drainage systems, IAW National Plumbing Code (NPC), the American Water Works Association (AWWA), and NTC 1500.

3.9.1 Rainwater Network: The Contractor shall ensure that the network shall be an easy to maintain system. Concrete gutters shall be on the contiguous slope and drain to the site as indicated in the Contractor's drawings. Also this item includes a perimeter concrete ditch to evacuate rainwater to the site indicated in drawings.

4.0 FINISHING: All finishing work to include the veneers, tiles, plaster, windows and doors, and paint

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

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

4.3 Exterior and Interior Painting: The Contractor shall paint all exposed walls, exposed columns, exposed beams and exposed concrete structures with three layers of "Viniltex" (or similar) paint for interiors and "Koraza" (or similar) for exteriors. This item also includes a general cleaning of all existing masonry in the Facades. Ceilings,

eaves, and any other part specified in the plans shall have two (2) coats of acrylic high quality weather resistant paint

4.4 Windows: The Contractor shall provide and install cold rolled 18 gauge laminate windows, coated with a minimum of 3 mils of anticorrosive paint. This includes installation, finishing, accessories, security bars and lintel (alfajia), as is shown in the schemes attached. All the windows shall include ½ inch thick security bars that shall be square, galvanized, painted with anticorrosive and two coats of enamel paint. Between each coat, the surface shall be lightly sanded with a fine sandpaper No.6/0, 200 or finer.

4.5 Doors: The Contractor shall provide and install doorframes to include supply, transport, installation, all finishing accessories, and lintel, as is shown in the schemes attached. The Contractor shall install cold rolled laminate caliber 18 doorframes and doors in metallic painted with anticorrosive and enamel paints at a minimum of 3 mils thick. Between each coat, the surface shall be lightly sanded with a fine sandpaper No.6/0, 200 or finer. Style and type shall be approved by the PE a minimum of eight (8) working days prior to installation.

4.6 Acrylic Boards: The Contractor shall provide and install one (1) 2.0 m x 1.20 m acrylic board for each classroom. The Contractor shall ensure that the acrylic boards come with a set of three (3) erasable markers and one (1) eraser.

4.7 Chair desk: The Contractor shall provide and install chair desks for the two classrooms with 70 right hand chair desks and 10 left handed chair desks. The chair desk shall have dimensions of 0.63m length X 0.52m width X 0.85m height. The chair desk shall include a contoured, flexible plastic seat. The photo shown below is for reference.

4.8 Relocation of existing playground: The Contractor shall relocate the existing playground; it shall be transferred 20 mts aprox from the exiting location.

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

5.1 Cement: The Contractor shall ensure that the cement used in the cement mixtures shall be Type 1 Portland cement (normal) and meet all American Society for Testing Materials (ASTM) C150/C150M-09. If the project site has high sulfate content, Type V Portland cement shall be used. The Contractor shall provide additive specifications where required.

5.2 Concrete: The Contractor shall ensure that all recommendations of the American Concrete Institute (ACI) Committee Report 301M-99 (Specifications for Structural Concrete for Buildings) 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. All concrete shall have an overlap no greater than three (3) inches. Concrete used for the foundation formworks, columns, retaining walls, joints tied to the foundation, load and tie joints and remaining structural elements, shall have a compression resistance of 210 Kg/centimeter2 (3000 lb/square inch). The resistance to fluid concrete for the filling of the reinforced masonry blocks shall guarantee a minimum of 140 Kg/centimeter2 (2000 lb/square inch).

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

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

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

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

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

5.8 Masonry Unit Blocks: The Contractor shall ensure that masonry blocks be No.5 type with uniform size, color, and texture). All ICONTEC "Instituto Nacional de Normas Tecnicas Colombianas" norms shall govern. The compression resistance shall be fm= 95 Kg/cm2 (1,350 ksi). The Unit Blocks shall be suitable for load bearing applications, and free of defects. Minor cracks from manufacturer or minor chipping from handling are not grounds for rejection. Five percent with chips less than 25.4 mm (1 in) in any dimension, or cracks not wider than 0.5 mm (0.02 in) but not longer than 25% of the nominal height of the unit are permitted. A sample of the block shall be provided for PE approval a minimum of eight (8) working days prior to installation.

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

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

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

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

5.10.3 Layout Conduit: All metallic conduits installed underground shall be painted with asphalt based paint before being covered with concrete. All exposed conduits shall receive two (2) coats of anticorrosive paint, as well as supports, accessories, and register boxes. All metallic surfaces of electronic equipment with scratches shall be repainted similar to the original.

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

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

5.9.6 Light Switches: The Contractor shall provide all light switches for the electrical outlets IAW the electrical drawings approved by PE. All shall be with "on" in the up position. All shall be connected to never interrupt the neutral conductor, or to a hot line. Light switches shall be at a height of 1.20 m above the finished floor. Light switches shall be one (1) pole or two (2) poles and moved two ways, for 15 amps, 120 volts, AC, lever operation, National Electrical Manufacturers Association (NEMA) standard, Specification Grade, silent type.

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

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

5.11 Tiles: The Contractor shall ensure that ceramic tiles of 0.30m x 0.30m for floors be "A" quality brand, with common shape and dimensions, and no defects. For bathroom floors, the tiles shall be first class nonskid type. PE approval is required eight (8) days prior to installations for tiles, and color selections. For wall tiles on restroom areas the Contractor shall use 0.20m x 0.20m first class, white tiles or similar. Portland ASTM C150/C150M-09 type II cement shall be used with the tiles to include whitewash with white marble dust.

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

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

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@tcsc.southcom.mil and Rosalba.mateus@tcsc.southcom.mil before 3:00 PM (local time) 8 Aug 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@tcsc.southcom.mil or Rosalba.mateus@tcsc.southcom.mil. **The Government will answer all questions received by 3:00 PM on 29 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 contracto 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 ahd 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 FULL TEXT

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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.

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

(End of provision)

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
252.247-7023 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 signed award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 150 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”') by no later than 15 days prior to submission of the first request for payment”). 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.

Site visit will be conducted on 15 July 2011. All coordination for the site visit will be done by the USMILGP Logmis engineer Sonny Diaz.

(b) Site visits may be arranged during normal duty hours by contacting engineer:
Name: Sonny Diaz
Telephone: 011-571-423-8400

(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):

http://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 US 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.

TABS 1 -2

(End of clause)

PAYMENT INSTRUCTIONS
Payment information will be included in contract award.

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.