

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W913FT-11-R-0027	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01-Jun-2011	PAGE OF PAGES 1 OF 29
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WF7LT11180601	6. PROJECT NO.
-----------------	--	----------------

7. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP, UNIT 5136 APO AA 34038-5136 TEL: 011-571383-2552 FAX: 011-571383-2084	CODE W913FT	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
---	----------------	---

9. FOR INFORMATION CALL:	A. NAME JASON MILES	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 011-571-383-2603
--------------------------	------------------------	--

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 <i>(Title, identifying no., date):</i> Helipad and tie down construction in La Macarena Magnitude of the Project is estimated between \$100,000 and \$250,000 Proposal Due Date : See block 13A Submission of Proposal: Refer to Section 0110. Section 00010 SF 1442 Section 00100 Statement of Work Section 00110 Instructions to Offerors Section 00120 Evaluation Factors Section 00600 Representations and certifications Section 00700 Contract Clauses Section 00800 Special Contract Requirements Tech Exhibit 1 - Helipad Scheme Tech Exhibit 2 - Helipad Marking Tech Exhibit 3 - Tie Down Specs. Tech Exhibit 4 - Proposed Location Cost & Pricing Sheet (Excel)

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>45</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211-10 _____ .)</i>

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

13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>09:00 AM</u> (hour) local time <u>10 Jun 2011</u> (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 <input type="checkbox"/> is, <input checked="" type="checkbox"/> 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 <u>120</u> 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 commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

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

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Helipad and Tie Down Construction FFP As specified in statement of work FOB: Destination PURCHASE REQUEST NUMBER: WF7LT11180601	1	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	45 dys. ADC	1	USMILGP COLOMBIA - LOGISTICS MISSION ROY DEHOYOS AEROPUERTO EL DORADO NUEVA ZONA ADUANERA HANGAR 18 BOGOTA 310-552-9050 FOB: Destination	WF7LKT

Section 00100 - Bidding Schedule/Instructions to Bidders

STATEMENT OF WORK

STATEMENT OF WORK
HELIPAD AND TIE DOWN CONSTRUCTION FOR COLAR BASE AT LA MACARENA
(META)

SCOPE OF WORK: The Contractor shall build one concrete helipad with tie-down anchor for the Colombian Army Base located in the municipality of La Macarena, department of Meta, Colombia (N2°10'17'', W73°47'02''). The Contractor shall provide drawings, transport and installation of all materials, labor, and equipment needed to build 15.24m x 15.24m (50' x 50') helipad for a Black Hawk Helicopter load achieving a minimum test load of 10,000 pounds (lbs) with a factor of safety (FOS) of 2.0, in accordance with (IAW) the Statement of Work (SOW). The works shall be performed no later than 10 Aug 2011. The site visit shall take place on 1 June 2011. The scope of work includes:

- ... Localization and lay out the project at the project site.
- ... Excavation for footing the helipad, compacted filling, proper concrete mix for the helipad and ramp.
- ... Installation of Government Furnished tie-down equipment
- ... Testing of tie-down equipment to meet minimum 10,000 lbs with FOS of 2.0
- ... Road improvement work to include 7.5 cm compacted, crushed gravel overlay
- ... Paint to mark the helipad.

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

The Contracting Officer (KO) issues the Notice to Proceed Letter.

- b. Contractor delivers the drawings, tests, material samples, etc. to the PE for approval.
- c. Contractor delivers a list of the complete names of personnel on site, with identification card numbers and place of issue to base security personnel for investigation and entry permits.

2.1 Drawings: All structural 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.

2.1.1 Structural Drawings: The Contractor shall comply with Field Manual No. 5-430-00-2 and Boeing specifications for the tie down anchor. The Contractor shall provide structural analysis of their proposed concrete mix design and rebar design that will ensure anchor tie test of 10,000 lbs with a FOS of 2.0. The analysis will be reviewed by the PE prior to start of any work.

2.2 Soil Study: 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. The helipad location shall be verified during the site visit. The attached base layout identifies general layout and should not be utilized for exact location of the helipad. The Contractor shall ensure that there is a clear line of site between the helipad and the ground control station (tactical operation center) for operational capability of the aircraft. The Contractor shall ensure that proper surveying is conducted and annotated. Should obstructions exist, the Contractor shall confirm with the PE for

coordination with Colombian Army leadership on removal of obstructions to meet the operational requirement. The Contractor shall include any potential demolition work in their cost proposals.

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 COLAR Base 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 will 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 scope and magnitude. The resume shall be provided to the PE for approval, before work may begin.

3.0 DETAILED ACTIVITIES:

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

3.2 Road improvement: The contractor shall improve the road between the helipad and the hangar where the aircraft will be moved. The PE shall identify during the site visit the exact location to where the road improvement shall be required. The contractor shall provide compacted backfill B-600 type where identified by the PE to improve the existing road between the helipad and the hangar. The Contractor shall provide a 7.5 cm overlay crushed gravel over the road improvement and compact the gravel to provide as smooth a surface as possible. The contractor shall perform the works calculating the correct slope in the road in order to allow the rainwater drain and avoiding accumulation of water on the improved road. The maximum change in road slope shall be 1.5 degrees every 24'. The ground cannot change angle more than +/-1 degree every 24 feet. If the planes are shorter than 24', contractor shall add the angles up keeping track of positive and negative signs. The estimated length between the future helipad and the tent hangar is 100 meters.

3.3 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 helipad (slab). 50'x 50'. Thick shall be determined by the contractor in the structural drawings taking into count the working loads, FOS, soil study and ground conditions. The helipad shall be designed with a minimum slope to allow rainwater to drain.
- ... Concrete ramps.
- ... Concrete mix design shall comply with required specifications to meet helipad and tie down requirements as indicated in Section 2.1.1.

3.3.1 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 than 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.

3.3.2 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.

3.3.3 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. Contractor shall submit epoxy specifications for PE approval, before repairs can begin. Repairs shall not be made using common concrete or mortar.

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

3.3.5 Rebar and Ties: The rebar shall be bent with no variations greater than one centimeter. They shall be tied to the formwork with wire, concrete, or stone plugs; and among themselves with iron annealed No. 16 wire. Separation between parallel rebar shall have a minimum separation equal to the diameter $1 \frac{1}{3}$ 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 ($\frac{2}{3}$) 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.

3.3.6 Embedding: 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).

3.4 Helipad Marking: The contractor shall mark the helipad as is shown in the next figure. The dimensions of the pattern compared with the pad size are also shown. On all helipads, the center of the marking pattern is placed at the center of the pad. The vertical bars of the letter H should be parallel to two opposite sides of the helipad.

3.5 Tie down transport, installation and test. The Contractor shall install and test the Government Furnished tie down. The Contractor shall be responsible for verification and review of the tie-down piece at the USMILGP Hangar (Nueva Zona de Aviacion, Entrada Catam, Puerta 6, Hangar 18) . The Contractor shall confirm that the tie-down piece has no defects and is usable for the helipad. The Contractor shall receive the tie-down piece at La Macarena from Government officials from the MILGP LOGMIS section. The Contractor shall install the tie down IAW the drawings provided by the Government and the Contractor's structural analysis and concrete mix design. The Contractor shall provide all required materials (e.g. anchors, concrete, reinforcement materials, equipment, etc.) to install the tie down. The Contractor shall test the tie down with a crane to be provided by the Contractor. The testing load shall be 10,000 lb. Test results shall be provided to the PE for approval. Upon approval by the PE, the Contractor shall paint the helipad in IAW Section 3.4 or as required by Government personnel.

5.0 SPECIFICATION OF THE MATERIALS:

Material List Review: 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).

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 3/4 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 Paint: The paint for the helipad shall be white, reflective paint that is "road type." The Contractor shall also ensure the following specifications are adhered to:

- ... Lead-free pavement marking paints, available under Federal Specification TT-P-1952, Paint, Traffic and Airfield Marking, Waterborne. Select Type I, "Ten Minute No Pick-up Time" or Type II, "Fast Dry, High Humidity Formula." Apply at 12 to 14 mils wet film thickness for coverage of 121 (± 6) square feet per gallon (2.96 square meters per liter [± 165 square millimeters per liter]).

- ... Glass beads, available under Federal Specification TT-B-1325, Beads, Retroreflective. Apply to painted or extruded markings using 8 to 9 pounds per gallon of paint, or 121 square feet (3.6 to 3.9 kilograms per 11.24 square meters). Use Type I, gradation A beads, which have a 1.5 index of refraction, for all markings that must be reflective.
- ... You may use preformed materials such as thermoplastics and retroreflective tapes on helipads, taxiways, and aprons, or in some cases for temporarily displaced threshold markings (see ETL 04-2). Do not use these materials on runways.

00110 INSTRUCTIONS TO OFFERORS

1. Proposal is to be submitted in US Dollars only.

2. This procurement will be awarded as a Lowest Price, Technically Acceptable (LPTA) contract, considering past performance. The Government intends to evaluate the lowest priced proposal and award a single contract without discussions. Therefore, the initial offer should contain the Offeror's best terms from a price and technical standpoint. Do not assume you will be afforded the opportunity to clarify, discuss, or revise your response. However, the Government reserves the right to make clarification or request revised responses if later determined by the Contracting Officer to be necessary. The Government may reject any or all response if such action is in the public interest and/or waive informalities and minor irregularities in the submitted offers. The Government reserves the right to cancel this RFP and make no award. By responding to this RFP and submitting a proposal in response to the RFP, the Contractor understands that the Government shall not be liable for any costs incurred by the Contractor in response to this RFP.

3. **PROPOSAL DELIVERY:** In accordance with FAR Part 15.208, Offerors are responsible for submitting proposals, and any revisions and modifications, so as to reach the Government office designated in the solicitation by the date and time specified on page 1 block 13 of the solicitation.

a. Submission. Offerors shall e-mail their proposals to the following e-mail address by 10 Jun 2011 by 9:00AM CST:

Jason.miles1@us.army.mil

No faxed copies or mailed hard copies of proposals will be accepted.

b. Solicitation Questions. Questions regarding this solicitation shall be submitted in writing to the Contract Specialist by email to Jason.miles1@us.army.mil. The Government will answer all questions **provided that the questions are received by 12:00 p.m. (CDT) on 7 Jun 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, Offeror's are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle.

c. Amendments prior to date set for receipt of proposals. The Government reserves the right to revise or amend the specifications, drawings or both prior to and/or after the date set for receipt of proposals as necessary. Such revisions, if any, will be announced by an amendment or amendments to this Request for Proposal (RFP). All information relating to this RFP, including pertinent changes/amendments and information prior to the date set for receipt of proposals will be sent out via email to all those interested parties contacted via email by the Government.

d. Exceptions. If the Offeror takes exception to any of the requirements specified in this solicitation, the Offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Sections 00010 through 00600) and supporting rationale shall be included in an addendum to the proposal and clearly labeled "Exceptions". An addendum is only required if the Offeror takes exception to any requirement in the solicitation. (The Addendum does not have a page limitation, but shall only include information relevant to exceptions taken to the solicitation requirements.) The Government will assume an Offeror takes no exceptions to any solicitation requirement if the Offeror does not submit an Addendum identifying exceptions. Offerors are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an Offeror's proposal unacceptable and ineligible for award.

4. QUALIFICATION OF OFFEROR.

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. As a minimum, each Offeror shall meet the following requirements:

- a. Have an established business with a permanent address and telephone listing;
- b. Be able to demonstrate prior relevant experience with suitable references;
- c. Have the necessary personnel, equipment and financial resources available to perform the work;
- d. Have all licenses and permits required by local law;
- e. Meet all local insurance requirements;
- f. Have no adverse criminal record;
- g. Have no political or business affiliation which could be considered contrary to the interests of the United States.
- h. Be able to read, speak and understand written English.

5. SUMMARY OF INSTRUCTIONS.

Section	Title
00010	Executed Standard Form 1442
00010	Price Line Items 0001
00100	Attachment – Breakdown of Price Proposal
00100	Technical/Past Performance/Price Proposal
00600	Completed Representations/Certifications

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the offer (Refer to paragraph 3d, Proposal Delivery).

6. PROPOSAL CONTENTS: Each Offeror's proposal shall be submitted as set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. All responses shall be in English, legible and prepared in the following general format to be properly evaluated. Responses must be complete, self-sufficient, and respond directly to the requirements of this RFP. Proposals, which do not include the requested minimum information, may be eliminated from further consideration at the Government's discretion. Proposal Sections shall be labeled by section (i.e., Section I - Price, Section II-Technical and Section III-Past Performance). If the proposal is NOT broken down in sections as described, the proposal shall be removed from further consideration as non responsive.

Section I - Price/Cost Information and required documents

Offerors shall provide all price/cost information necessary to provide a meaningful basis for Government's analysis and evaluation of price/cost for the project set forth in Section 00100 of this solicitation. The Government is not, and does not intend on, requesting certified cost or pricing data. Offerors may be required during the evaluation process to provide sufficient price/cost information that will enable the Government to perform a meaningful evaluation. If an Offeror proposes an unusually low price, the Offeror should also provide rationale to justify the price.

A complete response shall consist of a price response, and a cover sheet. The Offeror shall provide its response with a cover sheet that contains the company's name, address and telephone number, name and title of the person authorized to sign and negotiate the contract and appropriate dollar threshold, offer validation period of 120 days.

Although the contract shall be awarded on a firm fixed price basis, the Contractor is required to submit a detailed price breakdown with their proposal, to include the lump sum price elements as listed on the RFP attachment entitled "Price/Cost Breakdown Worksheet." It is recommended that the price breakdown worksheet be submitted in Excel format.

To be considered responsible, an Offeror must be in compliance with FAR 9.104-1(a). To demonstrate this aspect of Responsibility, Offeror's shall provide a bank reference from its bank with information of the Offeror's financial standing (i.e., satisfactory accounts, outstanding loans, and line of credit.). Also, include a detailed plan of how the project will be financed, and a list of company owned equipment.

Offer and Section 00010 – Complete in its entirety the "Offeror" portion of the Standard Form (SF) 1442 contract line items **pages 2 through 3**. An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature.

Section 00010 –The Offeror shall insert its price/cost from its price breakdown sheet with the project in the SF 1442 contract line items. The Offeror shall submit with its proposal the completed SF 1442 pricing schedule; otherwise, the Offeror's proposal shall be considered nonresponsive.

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

Standard Form 1442 - (Complete blocks 14 through 20C); Price all Line Items; Attachment "Breakdown of Proposal Price" - Complete all applicable portions of this form in each relevant category (such as labor, materials, etc.); and all of Section 00600.

Amendment(s) – Acknowledged by signing any amendments issued out during this solicitation. Amendments may also be acknowledged in block 19 of the SF 1442.

Attachment - "Price Breakdown of Proposal Worksheet". Complete and submit with proposal. Complete all applicable portions of the worksheet relevant to site preparation, materials, final clean up and other indirect cost.

Section II - Technical Response: Limited to no more than ten (10) single-sided or five (5) double-sided pages. Provide the following:

a. A description of all infrastructure, communication materials/ products to be used for project at La Macarena. Offeror's technical response shall ensure a complete understanding of the work to be performed at worksite and ability to comply with the Statement of Work requirements.

b. Project Schedule: Project schedule shall be submitted using any of the following project schedules: Critical Path Method (CPM), Program Evaluation & Review Technique (PERT), or Gantt chart. The project

schedule will be in sufficient detail to clearly illustrate the major construction phases (i.e. site prep, utilities work, foundation, walls, roof, electrical, drop ceiling, plumbing, paint, etc.), expected completion dates and execution times of each phase at each worksite (Apiay and Larandia). Sufficient float time shall be incorporated in the schedule to account for down days due to inclement weather.

Section III - Past Performance Information:

Provide any information currently available (letters, customer surveys) which demonstrate customer satisfaction relating to overall job performance and quality of completed services on three (3) relevant contracts of the same or similar type of work specified in this Statement of Work . Relevant contracts must be work that has been completed within the past three years. All past performance materials must be submitted in English.

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

References. The past performance information from three relevant contracts ,as specified in the paragraph above, must clearly demonstrate Offeror's prior experience in performing construction projects, that were:

- a. Physically completed within the past three years
- b. Similar in magnitude (US\$100,000 - \$250,000)
- c. Similar in construction features

Provide the following information for each contact or project and describe:

Customer's name, address, and telephone numbers of customer's lead contract and technical personnel:

- a. Contract value, number and type
- b. Date of the contract award place(s) of performance, and completion dates
- c. Brief description of the work, including responsibilities
- d. Comparability to the work under this solicitation
- e. Brief discussion of any major technical problems and their resolution
- f. Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.) and
- g. Any terminations (partial or complete) and the reason (convenience or default)

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

Page Limit: No more than three (3) double-sided or six (6) single pages of written material shall be submitted for each project. Photographs may be included, but photos and written material combined shall not exceed the page limit requirements.

00120 EVALUATION FACTORS

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

B. FACTORS. The technical portion of Offeror proposal shall consist of two (2) criteria elements. Technical Acceptability will include a review of each element of the Technical Proposal. Each Offeror's response will be evaluated and rated on each criteria element. Those ratings will then be rolled into one overall factor rating. Any criteria element(s) rated as "unacceptable" will result in an overall factor rating of "unacceptable".

1. FACTOR 1 – TECHNICAL. Technical criteria elements shall consist of the following:

a. The Government will evaluate the proposed materials, services and products to ensure the Contractor understands project requirements at La Macarena.

b. **Project Schedule:** The Government will evaluate the project schedule in the form of a Critical Path Method (CPM), Program Evaluation & Review Technique (PERT), or Gantt chart. The project schedule will be in sufficient detail to clearly illustrate the major construction phases (i.e. site prep, cut/fill, underground utilities, footers, slab, walls, electrical, etc.), expected completion dates, execution times of each phase. The Government will evaluate the sequence of work to ensure that performance will be completed on time in accordance with the contract period of performance and that the contractor has demonstrated a clear understanding of the project.

2. FACTOR 2 – PAST PERFORMANCE. The Government will evaluate the construction projects /contracts information (three references minimum) 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 provided by the Offeror to verify relevant experience and past performance. If the Government is aware of contracts that meet the requirements of this solicitation but such contracts were not one of the three references from the Offeror, the Government may evaluate such contracts, in addition to those submitted. In the event an Offeror has no relevant past experience, Offeror 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 for Factor 2. In order to be considered for award, the Offeror's past performance risk rating must be evaluated as "low risk" or "neutral/unknown risk".

3. COST/PRICE. Analysis of the proposed Price Breakdown Worksheet and any supporting documentation included in the cost/price submission will be performed to make a fair and reasonable price determination.

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

1. All Factors/Sub-factors will be evaluated based on how well the proposal addresses an Offeror's processes, methodologies, approaches, and concepts to fulfill the solicitation requirements. Based upon an Offeror's evaluated strengths, weaknesses, and deficiencies, the Government will assign a Technical Merit

Adjectival Rating and a Past Performance Risk Rating (defined under Rating Scheme in paragraphs D and E below) to each Factor and criteria element. The Technical Merit Adjectival Rating focuses on how well the proposed approach would meet solicitation requirements. The Past Performance Risk assessment rating focuses on the risks and weaknesses associated with an Offeror's proposed approach and include an assessment of the potential disruption of schedule, increased cost, degradation of performance, and the need for increase Government oversight.

2. Each member of the Technical Evaluation Panel (TEP) will independently evaluate the lowest priced proposal. The results of the independent evaluations are then merged into a final consolidated evaluation report. The evaluation report must represent a consensus of opinion of the panel members and be signed by each panel member. If the lowest priced proposal is not technically acceptable, the next lowest priced proposal will be evaluated, and so on until an offer is determined to be acceptable. Depending on the solicitation and the depth of technical requirements, some evaluations may be conducted by just one individual.

D. TECHNICAL MERIT ADJECTIVAL RATING SCHEME. The following is the Technical Merit Adjectival Rating Scheme to evaluate each Offeror's Technical Proposal:

ACCEPTABLE AS SUBMITTED - Proposals in this category are clear and responsive to the RFP requirements (i.e., technically sufficient and in full compliance with solicitation requirements)

CONDITIONALLY ACCEPTABLE - If the proposal falls within this category, the evaluation report must specify in detail all applicable areas where the proposal is considered deficient (i.e., can be made fully acceptable by clarification, amplification, or modification of the proposal by the Offeror, if given the opportunity).

UNACCEPTABLE - Proposals in this category are technically inferior and cannot be made acceptable without major re-writes

E. PAST PERFORMANCE ADJECTIVAL RATING SCHEME.

In the evaluation of Past Performance, the evaluators shall use the following adjectives and related definitions to define the past performance risk the contractor poses:

Low Risk - Little doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.

Moderate Risk - Some doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.

High Risk - Significant doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.

Neutral/Unknown Risk - Little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.236-6	Superintendence by the Contractor	APR 1984
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Regional Contracting Office (Bogota, Colombia)
US Embassy, Unit 5140
ATTN: MAJ Jason L Miles
APO AA 34038

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

(End of provision)

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

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

(b) Site visits will be conducted on 1 Jun 2011 contact POC below for details

DANIEL DIAZ, JR., Maj, USAF
Engineering Staff Officer, LOGMIS
USMILGP, Bogota, Colombia
Office: 423-8408 Ext: 111
Fax: 423-8411
BB Cell: 321-440-0686
daniel.diaz@tcsc.southcom.mil

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

-----(i) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

----- (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (vii) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.204-7	Central Contractor Registration	APR 2008
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items)	JAN 2011
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.233-1	Disputes	JUL 2002
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
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.225-7044	Balance of Payments Program--Construction Material	DEC 2010

252.228-7003	Capture and Detention	DEC 1991
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
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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 (Contracting Officer insert number) **45 days** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use. The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

- (i) Consideration is specifically authorized by this contract; and
- (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
 - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if

satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

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 (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "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)

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:

Title	File	Drawing No.
Tech. Exhibit 1		Helipad Scheme
Tech. Exhibit 2		Helipad Marking
Tech. Exhibit 3		Tie Down Specs
Tech Exhibit 4		Proposed Locations
(End of clause)		

Section 00800 - Special Contract Requirements

00800 SPECIAL CONTRACT REQMENTS

1. Type of Contract. This is a Firm Fixed Price (FFP) contract. No additional sums of money will be payable due to any escalation for cost of materials, equipments or labor based on the Contractor's failure to properly estimate cost/prices; failure to accurately predict the cost/prices; and/ or difficulty of achieving the results required by the contract. The contract price WILL NOT be adjusted due to fluctuations in the currency exchange rates.

2. Pre-Construction Conference. After the Notice to Proceed is issued and prior to the commencement of work under the contract, the Contractor shall meet with the Contracting Officer (KO), Project Engineer (PE) and/or designated technical personnel at a mutually agreed upon location and time, to discuss and develop a complete understanding of the work schedule at project location and how the work shall be administered.

3. Insurance and Certifications. The Contractor shall obtain (at Contractor's own expense) any applicable types of insurance and certifications required by Colombian law that is customary and ordinary for the type of work required in the Statement of Work (i.e., construction, electrical, communication, etc). Insurance must meet Colombian law dollar amount thresholds/limitations sufficient for normal and customary claims. Contractor shall provide insurance and any applicable certification documents in English.

3.1 The Contractor agrees that the Government will not be held responsible for any type of personal injuries to its officers, agents, servants, employees or any other individuals that arise from an incident to the Contractor's performance of this contract, to include damages to worksite properties. Contractor shall hold harmless and must indemnify the Government from any and all claims that may arise from either worksite (Apiay or Larandia Army installation), except in the instance of gross negligence on the part of the Government.

3.2 The Contractor shall obtain adequate insurance to cover damages to or theft of any materials and equipment at the worksite locations. In addition, insurance coverage is required for transit of material to each worksite and material storage requirements on or off the site.

3.3 Submission of Proof of Insurance/Certifications. The Contractor shall provide evidence of insurance and/or certification required under this contract **within ten (10) days after contract award.** Contractor's failure to submit proof of insurance and/or certification documents, acceptable to the KO/COR may result in rescinding or termination of the contract by the Government.

4. Tax Exempt Authorization. The contractor is responsible for obtaining any tax exempt authorizations from representatives of the host country.

5. Customs Clearance.

5.1 The Contractor shall be responsible for all customs clearance actions (at own expense). All necessary arrangements, clearance procedures and coordination requirements with the Host Government customs, will be the sole responsibility of the Contractor.

5.2 The Contractor is responsible for obtaining any customs payment exemption authorizations from representatives of the host country.

6. Contract Line Item prices. Contract line item prices must include general, daily cleaning and daily debris removal outside the worksites to the closest authorized dumping area in the municipality or a dumping area authorized by the municipality/town government official. Under no circumstances shall material be burned. Cleaning includes disassembly of camps or temporary structures.

7. Changes to Material or other items in Contractor Proposal. Contractor proposal cost/prices must be based on high quality materials designed for rough usage and long life. Any change in the materials or other items listed in Contractor's proposal/price breakdown worksheet requires resubmission for approval by the COR and KO.

8. Contractor Payments and Final Payment. **Payment will be made under Clause 52.232-5, Payments under Fixed Price Construction. No advance payments are authorized.** The Contractor will be paid according to submitted progress schedule (Bar chart or a time scaled Network Diagram CPM Schedule). The Contractor shall furnish invoice certification with each invoice in accordance with Federal Acquisition Regulation Clause 52.232-5 (c). If the duration of the project is less than 30 days, contract payment will be made in a single payment when the construction is inspected and accepted and all submittals are presented and approved. If the contract completion is greater than 30 days, progress payments for work will be authorized, invoiced every 30 days. Final payment will be accomplished when (1) the work at both worksites are inspected and accepted by the Government; (2) all submittals are presented and approved; (3) and all work accomplished in accordance with the terms and conditions of the contract.

9. Submittal of Invoices. All invoices submitted for payment shall be submitted in **English** and billed in either USD or Colombian Pesos. Invoices shall be itemized by line item number and must have all required information, as listed below. Contractor shall submit a progress schedule with the invoice. Invoices shall be submitted via electronic mail to the attention of the Contract Officer Jason.miles1@us.army.mil. A copy of the invoice shall also be sent to by electronic mail to Daniel Diaz Project Engineer at daniel.diaz@tcsc.southcom.mil to include a progress schedule and invoice contractor certification.

10. Proper Invoice Information Requirements.

a. Please annotate contract number **W912CL-10-C-00XX** (NOTE: Contract number will be entered at time of award) on all correspondence and invoices.

b. Failure to follow this guidance **WILL DELAY YOUR PAYMENT.**

c. If the following information is not on the Contractor's invoice, the invoice will be returned to the Contractor for correction(s) and payment delayed:

- 1) Name and address of contractor
- 2) Invoice date, invoice number
- 3) Government contract number
- 4) Contract line item number (CLIN), description, price, quantity of goods and/or services rendered, unit of measure, unit price and extended price of the items delivered or services rendered.
- 5) Shipping information (if applicable) unless mutually agreed upon by the Government and the Contractor that shipping information is only required in the contract. Include shipping number and date of shipment. If shipped on Government bill of lading, include the bill of lading number and weight of shipment.
- 6) Payment terms unless mutually agreed upon by the Government and the Contractor that this information is only required in the contract. Include terms for any discount or prompt payments offered.
- 7) Contact name, title and telephone number to notify in event of defective invoice.
- 8) Any other substantiating documentation or information required by the contract.

11. Contract Officer Representative. (a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and

authorized in writing by the contracting officer to perform specific technical or administrative functions. (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

12. Changes to Contract. The only person authorized to make changes to the contract is the Contracting Officer. Failure to inform the COR and get the proper approval for any changes **IN ADVANCE** from the Contracting Officer for required services shall result in the Government not being held responsible for any charges and non-payment to the Contractor. Accordingly, the Contracting Officer **SHALL** be notified prior to any additional services/work performances necessitating contract modification (i.e., changes that result in additional time or cost to the Government). The Contractor shall only accept change orders from the Contracting Officer. Accepting purchases or changes from unauthorized persons may result in the Contractor not receiving payment for costs incurred.