

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W913FT-11-T-0043	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 12-May-2011	PAGE OF PAGES 1 OF 43
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WF7LKT10110607	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  <b>See Item 7</b>  TEL: FAX:
---	----------------	---

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

**SOLICITATION**

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

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

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

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

FAR 36.204 Disclosure of magnitude for this construction project is betw een USD \$100,000 and \$250,000.

11. The Contractor shall begin performance w ithin 10 calendar days and complete it w ithin 150 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See FAR 52.211-10 \_\_\_\_\_ .)

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

B. An offer guarantee  is,  is not required.

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

D. Offers providing less than 30 calendar days for Government acceptance after the date offers are due w ill not be considered and w ill be rejected.

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

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

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

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE** 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. 29. AWARD *(Contractor is not required to sign this document.)*

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

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

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>CONSTRUCTION                      FFP                      CONTRACTOR SHALL RENOVATE A COMMUNITY CENTER/DISASTER SHELTER IN LA HERRERA, RIOBLANCO, TOLIMA, COLOMBIA IN ACCORDANCE WITH THE STATEMENT OF WORK. 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: WF7LKT10110607</p>	1	Job		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>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: WF7LKT10110607</p>	1	Lump Sum		

---

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 DESIGNATED 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**  
**CULTURAL HOUSE – RIO BLANCO - HERRERA, TOLIMA**

**1.0 SCOPE OF WORK:** The Contractor shall provide all labor, equipment, and materials to construct one (1) cafeteria approximately 81 square meters (sm), and renovate the Cultural House of approximately 280 sm located in municipality of Rio Blanco - Herrera, Tolima. All work in accordance with the attached drawings, and 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 hydro-sanitary networks and rainwater system.
- ... Provide and install electrical system and accessories.
- ... Provide and install blocks (masonry) for internal walls.
- ... Renovation of the 1<sup>st</sup> floor
- ... Renovation of the 2<sup>nd</sup> floor
- ... Plaster and paint walls, install floor veneer, windows, security bars and doors.
- ... Provide and install metallic structure and roof materials, commemorative plate.

**1.1 Required Performance Period:** The Contractor shall be afforded 150 days from the date of qward 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. The Contracting Officer (CO) 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 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:** This includes excavation, concrete, masonry, and metallic roof structures, and commemorative plaque.

**3.1 Demolition:** The Contractor shall demolish existing walls where new doors shall be located or where it is necessary to renovate the existing areas, as is shown in the schemes. This item includes the transport and disposal of debris to a place authorized by local authorities.

**3.2 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.

**3.3 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 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.
- ... Sidewalks for the entrance of the building shall be constructed and shall be at least 1,0 m wide.
- ... Concrete mix design shall comply with 3000 psi at 28 days strength.

**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. The 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.

**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 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.

**3.3.6 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).

**3.4 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.

**3.5 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

**3.6 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 drawings.

**3.7 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.

**3.8 ELECTRICAL SYSTEM:** The Contractor shall ensure that the internal electrical construction shall be in accordance with the electric regulations in effect in Colombia, NEC – National Electric Code /ANSI - American National Standards Institute/EIA - Energy Information Administration/TIA - Telecommunications Industry Association/TEEE - Techniques Electronics Electrical Equipment /NFPA - National Fire Protection Association, and allow for a 30% capacity above the maximum normal usage of all electrical systems simultaneously. All drawings and systems shall conform to IEC - International Electrotechnical Commission 61024-1-2, NTC – Norma Técnica Colombiana 4552, NTC 2050 and RETIE - Reglamento Técnico de Instalaciones Eléctricas. The system shall contain grounding systems suitable for the grounding resistance required at the project site.

**NOTE:** Wiring shall fulfill the following requirements:

All energy cables shall be American Wire Gauge (AWG) and have isolation TWH – Thermoplastic Heat and Water Resistant Insulated Wire 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 nationally recognized manufacturer, all of the same brand.
- ... All cable ends or joints shall have the appropriate terminals or spring-like connectors.

**3.8.1 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.

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

**3.8.3 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.

**3.8.4 Electrical Outlets:** The Contractor shall deliver and install the electrical installations include a minimum of twenty eight (28) double electrical outlets to finishing the Cultural House. 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

**3.8.5 Structured Cabling System:** The contractor shall include the provision, mounting, operation of the structured cabling system for the Cultural House IAW all materials specifications in item 5,14 and comply with standard TIA/EIA 568B.2-1 for Category 6.

... The description of the activities to be executed as part of the installation on the structured cabling network:

- a) Equipment, material and element management. This includes loading, transportation, unloading and removal of debris, all at the risk and cost of the offeror.
- b) Management, storage and control of materials at the worksite by offeror.
- c) Delivery and installation of elements and materials associated with the installation of this network such as conduits, pipes, pull boxes, ducts, patches, supports, labels and other accessories required in the installation, which costs shall be borne by the offeror.
- d) Delivery and installation (connection) of structured cabling material such as UTP cables, multi pair cables, optic fibers, optic fiber and copper connectors, connection panels, plastic covers, optic fiber trays and other cabling elements necessary to totally conclude the installation. Performance and quality assurance tests shall be included as indicated hereunder. All costs associated with these activities shall be borne by the offeror.
- e) Marking and labeling of all elements of structured cabling and of installation such as cables, information outlets, panels, conduits, racks, cabinets, etc. in accordance with the specifications under standard TIA/EIA 606A. All costs arising from this activity shall be included in the offer submitted by the offeror.
- f) The proponent shall take into account in its budget, the costs it shall incur during the contract such as perforation of walls, floors, removal and installation of ceilings, paint repairs, etc.
- g) The structured cabling project subject matter of this quote corresponds to the installation of fifteen (15) points or cabling outlets, located in accordance with the information contained in the drawings belonging to this project.

**For the structured cabling system, the following subsystems are defined:**

- ... **Workstation Subsystem:** Includes cables, connectors, adaptors, and outlets to allow the connection of terminal equipment (final users) to information outlets. The workstation subsystem is comprised of the following elements: Patch cords to connect the final user equipment shall have type RJ45 plugs on both ends. The cable used shall be flexible (stranded conductors) of copper twisted pair and have the same nominal performance characteristics of specified horizontal cabling at a length between 9ft and 10ft. The Patch Cords shall have a system to control the stress from the installation process and use. This system may be a metal ring in the interior of the RJ 45 plug, sleeve or external plastic cover or any other system designed for this purpose. The cords shall be delivered in their original packaging. Locally manufactured patch cords shall not be accepted.
- ... **Horizontal Subsystem:** This subsystem is containing of horizontal cabling that connects each information outlet to the respective floor cabling center.
- ... **Management or Main Cabling Center Subsystem:** The backbone subsystem shall connect each horizontal cabling center; it includes connection panels type RJ-45 for Copper and Tray for Fiber.
- ... **Subsystem Technical Characteristics:** All the elements of the structured cabling comprising the communication channel shall be of a single brand produced or manufactured by a single

manufacturer in such way that total electronic compatibility between cabling elements is ensured and deteriorations in network performance are prevented.

**Patch panels:** For the cabling center configuration, patch panels shall be used with a capacity of 24 or 48 ports RJ-45 that meet transmission and performance requirements of the communication channel as established in standard TIA/EIA 568B.2-1 for category 6.

- ... The actual effective width shall be 19” and the connection system of each pair of the UTP cable to the patch panel shall be IDC. It is desirable for the IDC connection system to have a control mechanism of pair parallelism and useful to prevent additional next problems at the site of connection.
- ... These patch panels shall include the corresponding accessories such as identification labels, screws, cable attachments elements in the rear part. It is desirable for the patch panel to include cable organizers in its front part.
- ... Said panels shall be composed by RJ-45 port modules that are interchangeable for optic fiber module SMFF type and that the patch panel can have copper and optic fiber ports simultaneously. Optic fiber modules shall have at the rear, the fiber retaining support to allow preservation of the curvature required in the standard and thus ensure performance.
- ... Patch Panels shall have a rear support to tie UTP cables for the purpose of preventing deterioration of the same, organize them and maintain a correct curvature radius cable tying to this organizer support must be made with holders to prevent problems of cable deformation due to excessive pressure of nylon tapes.
- ... The patch panels shall allow for UTP cable tying on the front part, this for the purpose of facilitating inspection and installation of new cables, particularly in places with little work space.
- ... The panels shall support at least 200 termination cycles and have a useful life cycle equal or greater than 750 insertions of RJ-45 type plug.

**3.8.6 Voice and Data Network:** Contractor shall annex manufacturer certificates of application and list of credits of the wiring to be installed. Patch cords shall be certified by the manufacturer. Contractor shall provide and install fifteen (15) voice and data points in the Cultural House.

Characteristics of installation, fabrications and test shall fulfill the following standards

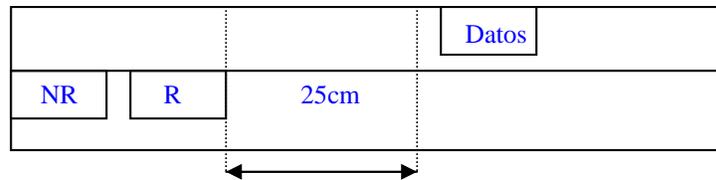
EIA/TIA-568B.1	Commercial Building Telecommunications Standard.
EIA/TIA-568B.2	100-ohm twisted-pair cabling standard.
EIA/TIA-568B.2-1	Category 6.
EIA/TIA-568B.3	Optical fiber cabling Standard.
EIA/TIA-569A	Commercial Building Standard for Telecommunications pathways and spaces.
EIA/TIA 606A	Administration Standard for Commercial Telecommunications Infrastructure.
EIA/TIA 607	Grounding and Bonding Requirements for Telecommunications in Commercial Buildings
ISO/IEC 11801	International Organization for Standardization / the International Electro technical Commission. Specifies generic cabling for use within commercial premises. Single or multiple buildings on a campus.

- ... Contractor shall provide enough patch cord to the rack and workstation, in order to leave the complete network working.
- ... The cable shall be category six (6) (TIA/EIA 568B.2-1 Category 6). All the points for voice and data shall be certified properly, remembering that the certification equipment shall be perfectly calibrated and to have the type of ends necessary to certify this category. It shall be certified in the “channel” operation mode.
- ... All the lines for electrical outlets shall be stacked in a box. It shall not accept derivations or pipe unions. All the current outlets shall be 30mt high. Lines shall be differentiated as regulated & none regulated and marked with their respective voltage. The system shall be left ready so the energy can be driven from the generator, through a system of automatic transfer.
- ... Submit the Electrical engineers Professional card of the Engineer who shall be part of the team working on this project.

The cable Category 6 shall fulfill the following performance standards, measured in 100 meters with 4 connections

Frequency (MHz)	Insertion Loss (dB)	NEXT (dB)	PSNEXT (dB)	ELFEXT (dB)	PSELFEXT (dB)	Return Loss (dB)
1	2	75,4	73,8	75,2	74	25
4	3,8	73,4	72,3	63,1	61,9	25
8	5,4	68,6	67,4	57,1	55,9	25
10	5,9	67	65,8	55,2	54	25
16	7,5	63,6	62,4	51,1	49,9	24
20	8,4	62	60,8	49,1	47,9	23,5
25	9,4	60,4	59,1	47,2	46	23
31,25	10,6	58,8	57,5	45,3	44,1	22,5
62,5	15,3	53,8	52,4	39,2	38	20
100	19,8	50,3	48,9	35,2	34	18
200	29,2	45,2	43,7	29,1	27,9	15
250	33,3	43,5	42	27,2	26	14

- ... The data network shall be canalized in a channel with antistatic, screened painting and with an internal division for communication cables and energy; each cavity shall have to maintain forty percent of its capacity free. For purposes of installation of data points, the buses and data exits are left separated from energy at least 25cm as indicated in the scheme shown below:



- ... Certificate provided by the Inc. Underwriters Laboratories - UL to the manufacturer of offered products in where the performance of the communication channel of wiring of 100 meters is approved, with 4 connections, in two configurations with different distances.
- ... Letter signed by a legal representative that it indicates that the elements to install the wiring structured that conform the communication channel shall be from ONLY one brand (Specify the brand in this letter).
- ... Copies of the detailed specifications (in English or Spanish language) shall include as a minimum the following elements for the accomplishment of the project: Electrical net: Wiring, Breakers, outlets and canal. Networks Logics: Wiring, jacks, patch panel

**3.8.7 Regulated Power Circuit:** The contractor shall supply and install regulated power circuits fed from the control panel of power circuits. Each workstation shall have a double power outlet of regulated power circuit 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 and shall have an additional label with the sign.
- ... The inlet and outlet of circuits shall have on the end pressure connector or non-welded terminal.
- ... Only one cable shall be installed in each inlet.
- ... Double power outlets shall be an isolated pole, hospital type, in orange.

**3.8.8 UPS (Unit Power Supply):** The contractor shall supply and install a UPS of 8 KVA, with a minimum support of 20 minutes to support the total amount of computer outputs. This equipment shall have as a minimum a

one year warranty. The electric installation for the UPS shall be conducted in the cabling center, by an exclusive circuit, the same as all the ducts, pull boxes, conductors, accessories, distribution panels for two circuits, mono phase output, ground connections, label, tools, transportation and other expenses arising from the development of these works, as well as the verification and maintenance of the ground connection installation for the general distribution panel. UPS installation: The contractor shall deliver the connection for the installation of one UPS ON-LINE for the protection of circuits. UPS Input and Output connection: Connections shall be carried through with the following characteristics:

- ... 5 conductors
- ... Inlet, outlet, bypass automatic totalize
- ... Set of installation accessories
- ... Control panel
- ... Identification labels for each circuit, inlet, outlet, panel, etc.

**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 Hydraulic Network:** The contractor shall construct all the internal hydraulic networks for the kitchen and bath areas, according to PE approved drawing provided by the contractor. After approval, they shall become part of the contract specifications. This includes all hydraulic networks (pipes, fittings, valves, etc...) for the bathroom area.

**3.9.2 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.

**3.9.3 Sanitary/Sewage Network:** The Contractor shall install a sanitary network, including sewage collector, internal networks (baths), and ventilation; IAW the Contractor's drawings. The Contractor shall build a discharge section, constructing boxes for suitable operation and respective discharge points.

**4.0 FINISHING:** All finishing work to include the tiles, stucco, paint, windows and doors, and bathrooms.

**4.1 Wall veneer:** The Contractor shall install wall tiles in the kitchen and restrooms. Wall tiles shall be in "Ebro 972" type 20 cm x 20 cm or similar up to a height of 1.70 m for the baths. The Contractor shall ensure to provide metallic end caps and install in a professional manner. Colors, styles, types and sizes shall be approved by the PE a minimum of eight (8) working days prior to installation.

**4.2 Floor Tiles:** The Contractor shall install floor tiles made for high traffic for all pending area in the Cultural House and in the New Facility area (including bath and kitchen areas). All the areas shall have broom guard using the same material. Colors, styles, types and sizes must be approved by the PE a minimum of eight (8) working days prior to installation.

**4.3 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.

**4.4 Drop Ceiling / Interior:** The Contractor shall have to provide and install a dry wall drop ceiling, in colors, styles, types and sizes approved by the PE a minimum of eight (8) working days prior to installation.

**4.5 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.

**4.6 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 and with the same characteristics of the existing ones. 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. Additionally contractor shall supply and install all pending glass in the windows; glass shall be with the same characteristics of the existing ones.

**4.7 Stainless Steel partitions & doors:** Contractor shall provide and install stainless steel partitions & doors for all restroom areas as shown in the attached drawings. Contractor shall provide all door accessories required for installation. Style and type shall be approved by the PE a minimum of eight (8) working days prior to installation.

**4.8 Doors and Reception:** The Contractor shall provide and install doorframes to include all finishing accessories. The doors and doorframes shall be in 18 caliber cold rolled laminate painted with anticorrosive and enamel paint 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.

**4.9 Self Service Food Bars:** The Contractor shall provide and install a self service food bars in stainless steel (American Iron and Steel Institute, AISI 304) to include supply, transport, installation, and all finishing and accessories. The self service food bars shall be as is shown in the schemes attached. Style and type shall be approved by the PE a minimum of eight (8) working days prior to installation.

- Protected from contamination from customers by the installation of physical barriers of a permanent nature.
- Removed from display without delay if contaminated. Self-service systems that include at a minimum:

- ... Soup, salad, pasta, sandwich, and potato bars
- ... Breakfast, fruit, and desert bars
- ... Coffee and condiment bars

**4.11 Bathrooms:** The Contractor shall provide restroom facilities with bath apparatuses and all connections required for sinks, showers, urinals, and toilets. The restrooms shall also include one (1) hook for towels for each shower, one (1) paper holder for each toilet, one (1) soap dispenser for each sink and shower, and one (1) floor drain for each bath area (as indicated on attached schemes). The sinks height of the baths and the dimensions shall be in accordance with the final drawings approved and IAW the final user specifications. The Contractor shall provide and install metallic protection in all the corners of the bath walls. The Contractor shall also provide and install bevel mirrors located above each respective sink with dimensions of 0.90 m in length and 0.50 m wide.

Each respective restroom facility shall have the following as IAW the schemes provided by the Government:

- ... Bathroom area (second floor) shall have five (5) toilets, three (3) showers, six (6) sinks, and six (6) mirrors
- ... Bathroom (second floor) one (1) shower (including curtain), one (1) toilet and one (1) sink, one (1) mirror
- ... Bathroom (first floor) one (1) toilet and one (1) washbasin, one (1) bevel mirror

**4.12 Handrail:** The Contractor shall provide and install a handrail. The Contractor shall install cold rolled laminate caliber 18 handrail (in the stairs area) in metallic painted with anti-corrosive and enamel paints at a minimum of 3 mils thick. All doors shall be as is shown in the attached schemes. Style and type shall be approved by the PE a minimum of eight (8) working days prior to installation.

**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.

**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/centimeter<sup>2</sup> (3000 lb/square inch). The resistance to fluid concrete for the filling of the reinforced masonry blocks shall guarantee a minimum of 140 Kg/centimeter<sup>2</sup> (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 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 placement, anchor and bolt examples, and all steel elements to be embedded in the concrete, for PE approval 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, or 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  $f_m = 95 \text{ Kg/cm}^2$  (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 shall be approved by the PE a minimum of eight (8) working days before 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 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. The 220 volt outlets shall be marked. 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. All exposed conduits shall receive two (2) coats of anti-corrosive paint, as well as supports, accessories, and register boxes. All metallic surfaces of electronic equipment with scratches shall be repainted.

**5.10.4 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.

**5.10.5 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.

**5.10.6 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.

**5.10.7 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.

**5.11 Waste and Potable Water Equipment:** The Contractor shall ensure that the systems be constructed with PVC Schedule 40, specifications American Society for Testing and Materials (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.

**5.12 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.

**5.13 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.

**5.14 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 sandpaper No.6/0, 200 or finer.

**5.15 Structured Cabling System:** The Contractor shall ensure that the structured cabling system includes:

- ... All materials of the Structured Cabling System, ensure compliance with all the provisions in the standards issued by TIA/EIA such as TIA/EIA 568B, TIA/EIA 569B, TIA/EIA 606A and TIA/EIA 607 regarding to the specification and installation of the structured Cabling System for Commercial Buildings.
- ... For the analysis, evaluation and control of the quality of the optic fibers offered, specification included in ISO/IEC 11801 standards shall also be valid.
- ... The elements of the structured cabling offered by the proponent shall observe the stipulations of standards and regulations indicated under these conditions and those listed hereunder: EIA/TIA. Standards ISO/IEC 11801 the International Organization for Standardization /the International Electro Technical Commission, Specified generic cabling for use within commercial premises.

**Note:** All metal elements used in the installation such as trays, stairs, conduits, racks, cabinets, etc. shall have ground connections in accordance with standard TIA/EIA 607.

**Elements of structured cabling shall be all components used in the construction of the network such as:**

1. Workstation Patch Cord
2. Information Outlet
3. UTP Cable
4. Patch Panel
5. Management Patch Cord
6. Copper multipair cables
7. Copper Systems Type 110 Strips
8. Optic Fiber Connectors
9. Fiber Interconnection Trays
10. Optic Fiber Cables

11. Optic Fiber Patch Cords
12. Cable Organizers
13. Protection Panels and Fuses
14. Adaptors

**Racks or cabinets:** Cabling centers may be racks or closed cabinets with defined areas for services associated with each workstation and meeting the following specifications:

The contractor shall deliver and install racks or cabinets with a height that, after full installation of cabling components, leaves a 30% of free space for the installation of communication equipment. The effective free width shall be 19". The depth shall allow the installation of active equipment leaving the space required by the manufacturer of the equipment for proper ventilation. The cabinet shall be presented in such manner that upon closing the door it shall not affect the curvature of the patch cords installed for system management.
The cabinet offered shall be closed with a front door in tempered glass with security lock and top and bottom rods to attach the door to the structure.
It shall have four wheels with brakes
It shall have a rear door, dismountable and rear covers for the entry of cables both at the top and at the bottom
The two doors, front and rear shall be removable
Universal grounding system
Electrostatic paint for exteriors color (to be chosen by supervision)
Two ventilators on the top part of the lateral covers, with grids
Light system attached to the interior top cover
Two independent feeders power circuits with 8 independent power multi outlets.
Lateral covers, top and rear dismountable. For management and handling of extensions or patch cords and of the cable that enters the cabinet from the outlet in work areas. There shall be at least one plastic spiral organizer per cabinet.
Switch 24 ports Level 3 (L3), 10/100/1000, with port to optic fiber, ref. 3COM (IAW Approved drawings)

## INSTRUCTIONS TO OFFERORS

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

a. Electronic submission. The Contractor shall provide a copy of their offer as an electronic file (acceptable electronic submissions are: Microsoft WORD, EXCEL, and Adobe PDF only). The offer shall be submitted to [Michael.haydo@tcsc.southcom.mil](mailto:Michael.haydo@tcsc.southcom.mil) and [Rosalba.mateus@tcsc.southcom.mil](mailto:Rosalba.mateus@tcsc.southcom.mil) before 3:00 PM (local time) 13 June 2011. No fax copies will be accepted.

b. Solicitation Questions: Questions regarding this solicitation shall be submitted in writing to the Contracting Specialist by email [Michael.haydo@tcsc.southcom.mil](mailto:Michael.haydo@tcsc.southcom.mil) or [Rosalba.mateus@tcsc.southcom.mil](mailto:Rosalba.mateus@tcsc.southcom.mil). **The Government will answer all questions received by 3:00 PM on 8 June 2011.** The Government reserves the right not to respond to any questions received concerning this solicitation after the question receipt date and time above. Accordingly, Contractors are encouraged to carefully review all solicitation requirements and submit questions to the Government before the closing of questions.

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

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

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

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

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

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

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

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

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

Past Performance: The Government will evaluate the construction projects or contracts submitted in order to evaluate both past performance and experience. The Government may contact references to verify experience and past performance. If the Government is aware of contracts that meet the requirements of this solicitation but have not been included in the three contracts submitted, it may evaluate those contracts in addition to those submitted.

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 past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown past performance and shall be considered “acceptable.”

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

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:.....

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

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

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

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

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

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

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

- (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of provision)

#### 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)

CLAUSES INCORPORATED BY FULL TEXT

52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--  
CERTIFICATION (SEP 2010)

(a) Definition.

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) Exception for trade agreements. The certification requirement of paragraph (b) of this provision does not apply if--

(1) This solicitation includes a trade agreements certification (e.g., 52.225-4, 52.225-11 or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

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
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
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
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-12	Cleaning Up	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.252-5	Authorized Deviations In Provisions	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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
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
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	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 10 calendar days after the date the Contractor receives the award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 150 days. \* The time stated for completion shall include final cleanup of the premises.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

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

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iv) 52.232-11, Extras (Apr 1984).

(v) 52.232-25, Prompt Payment (OCT 2008).

(vi) 52.233-1, Disputes (JUN 2008).

(vii) 52.244-6, Subcontracts for Commercial Items (JAN 2011).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(ii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.farsite.hill.af.mil](http://www.farsite.hill.af.mil)

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay,

setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(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 official exchange rate in effect as follows:

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

#### 52.232-34 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)

## 52.233-2 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 the Chief of Contracting Office.

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

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

## Addendum to 52.233-2

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527.  
Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command  
Office of Command counsel  
Room 2-1SE3401  
1412 Jackson Loop  
Ft. Belvoir, VA 22060-5527

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

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.  
(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.

Site visit will be conducted at the Rio Blanco site in La Herrera Colombia on 25 May 2011 . All coordination for the site visit will be done by the USMILGP Logmis engineer Fayberth Vela. The military flight from the Tenerife Batallion in Neiva will be at 0600.

(b) Site visits may be arranged during normal duty hours by contacting engineer:

Name: Fayberth Vela

Telephone: 011-571-311-516-5697

(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](http://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.hil.af.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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)

252.229-7001 TAX RELIEF (JUN 1997)

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

NAME OF TAX: IVA RATE 16%

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

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

(End of clause)

#### 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 3-5

(End of clause)

## Section 00800 - Special Contract Requirements

**PAYMENT INSTRUCTIONS**

Payment information will be entered on contract award.

**DETAILED PRICING SHEET**

Price List						
CULTURAL HOUSE, RIO BLANCO-HERRERA (TOLIMA)						
Item	Description	Unit	Quantity	Unitary Value (COP)	Total Value (COP)	Total Value (USD)
<b>1</b>	<b>DRAWINGS</b>					
1.1	Structural and Architectonic Drawings	EA	1.0			
1.2	Hydraulic, sanitary and rainwater drawings	EA	1.0			
1.3	Electrical Drawings	EA	1.0			
1.4	Soil study	EA	1.0			
<b>2</b>	<b>PRELIMINARIES</b>					
2.1	Location and laying out	m2				
2.2	Provisional Fencing and Camp	EA				
2.3	Removal of Top Soil	m2				
2.4	Demolish	m2				
2.5	Excavation	m3				
2.6	Compacted Fill soling type B-200 or similar	m3				
<b>3</b>	<b>STRUCTURE CONFINEMENT (COLUMNS, BEAMS OF COVER)</b>					
3.1	Footing	m3				
3.2	Conventional Masonry	m2				
3.3	Structure Confinement (Columns, Beams of Cover)	m3				
3.4	Slab sub floor	m2				
3.5	Wet zone floor	m2				
<b>4</b>	<b>ROOFING</b>					
4.1	Metallic structure	m2				
4.2	Roof materials	m2				
<b>5</b>	<b>ELECTRICAL SYSTEM</b>					
5.1	Internal Electrical Installations	Lot				
5.2	Grounded system	Lot				
5.3	Electrical Apparatuses	Unit				
5.4	Electrical Outlets	Unit				

5.5	Structured Cabling System	Lot				
5.6	Voice and Data Network	Unit				
5.7	Regulated Power Circuit	Unit				
5.8	UPS 8KVA	Lot				
<b>6</b>	<b>HYDRAULIC – SANITARY NETWORK</b>					
6.1	Hydraulic Network	Lot				
6.2	Sanitary Network	Lot				
6.3	Rainwater Network	Lot				
<b>7</b>	<b>FINISHINGS</b>					
7.1	Wall veneer	m2				
7.2	Floor veneer	m2				
7.3	Plaster	m2				
7.4	Waterproofed Plaster	m2				
7.5	Ceiling	m2				
7.6	Exterior and Interior Paint	m2				
7.7	Windows	m2				
7.8	Stainless Steel partitions & doors	m2				
7.9	Doors	Unit				
7,10	Reception Door	Unit				
7,11	Self Service Food Bars	ml				
7,12	Baths	Unit				
7,13	Handrail	MI				
7,14	Sink	Unit				
7,15	Sidewalks	m				
7,16	Commemorative plate	Unit				
	<b>SUM OF ITEMS</b>					
	Administration and Unforeseen (A,U)	27.00%				
	<b>TOTAL ESTIMATED COST US GOVERNMENT</b>					
	<b>SUM OF ITEMS</b>					
	Estimated Profit for Contractor	8.00%				
	<b>TOTAL ESTIMATED COST FOR CONTRACTOR</b>					
	<b>Execution Time in Calendar Days</b>	150 Days				
	Payment form					
	Guarantee					
	Exchange Rate	USD\$1 = COL\$1700				

SPECIAL CONTRACT REQUIREMENTS  
SPECIAL CONTRACT REQUIREMENTS

1. Type of Contract: The purchase order resulting from this solicitation will be a firm fixed price contract payable in US Dollars for US contractors, and Colombian Pesos for foreign contractors. Per the local tax authority, Colombian contractors shall submit their quote in the local currency. No additional sums will be payable as a result of escalations in the cost of materials, equipment, or labor due to the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the contract.
2. Pre-Construction Conference: After Notice of Award is issued and prior to the commencement of work, the contractor shall meet with the Contracting Officer (KO), Project engineer (PE) and/or designated technical personnel at the US Embassy Contracting Section at a mutually agreed upon time and date, to discuss and develop a complete understanding of the work schedule for the project.
3. Laws, Warranties and Insurance: The Contractor shall obtain (at Contractor's expense) any applicable types of insurance and certifications required by Colombian law that are customary and ordinary for the type of work required in the Statement of Work (i.e., construction, electrical, communications, etc). At a minimum the policies and laws mandatory in the country of Colombia are:
  - 3.1 Work Quality and Stability: (Warranty) Contractor shall ensure the quality of the construction during the warranty period. This warranty shall amount to 40% of the contract value, and remain valid for three (3) years from the date of final payment. This warranty shall be provided to the KO no later than eight (8) days before the final contract acceptance date.
  - 3.2 Wage Payment and Benefits Policy: Shall amount to 20% of the contract value, and valid from contract commencement, to three (3) years after. The social benefits policy shall not be necessary if a certification is issued by the contractor that all staff and personnel are duly registered in a social security scheme that covers accidents, death, and hospitalization, as required by Colombian Law.
  - 3.3 Contract Compliance Policy: Contractor shall provide this policy amounting to 10% of the contract value for a period up to contract term plus two (2) months.
  - 3.4 The contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment due to transportation or storage.
  - 3.5 Local Laws: The Contractor shall be responsible for complying with all local laws, codes, ordinance, and regulations applicable to work performance; to include the host country, and the lawful orders of any authority having jurisdiction. In the event of a conflict between the contract and such orders, the Contractor shall promptly advise the PE and the KO with a proposed resolution. This includes all local labor, health, environmental, and safety laws; quality assurance, and earthquake laws.
4. Subcontractors and Supplies: The contractor shall satisfy all lawful claims of any persons or entities employed by them, including subcontractors, material people, and laborers, for all work performed and materials furnished under this contract. The period of coverage shall be through the warranty period. The contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) , or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.
5. Contract Line Item Prices: Contract line item prices must include general daily cleaning and debris removal outside the site to the closest authorized dumping area in the municipality or one authorized town government official. Under no circumstances shall material be burned. Cleaning includes disassembly of camps or temporary structures.
6. Changes to Materials or Other Items in Contractor Offer: Contractor Proposal cost/prices must be based on high quality materials designed for rough usage and long life. Any change in materials or other items listed in the Contractor's proposal/price breakdown worksheet requires resubmission for approval by the Contracting Officer.

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

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

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

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

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

#### 11 **General Instructions:**

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

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

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

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

Full Name

Place and Date of Birth

Current Address

Identification Number

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

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

12.1 Punch List: Including the punch-list inspection corrections

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.**