

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W913FT-11-R-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05-Nov-2010	PAGE OF PAGES 1 OF 44
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WF7LKT01820600	6. PROJECT NO.
7. ISSUED BY ACC-TA, RCO BOGOTA CALLE 24BIS #48-50 USMILGP CONTRACTING BOGOTA TEL: FAX:	CODE W913FT	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME MICHAEL HAYDO	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 571-383-4231

SOLICITATION

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

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

Scope: Construction of a Library Building in San Juan de Arama

FAR 36.204 Disclosure of Magnitude for this construction project is between \$250,000 and \$500,000 USD.

Documents: Statement of Work pages 4 through 9.

Site Visit on 17 November 2010. Contact the project engineer Ivan Morales listed in clause 52.236-27.

Proposals are due 6 December 2010, in the hands of the KO at gate #2 of the U.S. Embassy

11. The Contractor shall begin performance within 10 calendar days and complete it within 180 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See _____.)*

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
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM (hour) local time 06 Dec 2010 (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) work 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 will not be considered and will be rejected.

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

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

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

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

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

31A. NAME OF CONTRACTING OFFICER

(Type or print)

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONSTRUCTION FFP CONTRACTOR SHALL CONSTRUCT A LIBRARY IN SAN JUAN DE ARAMA, META, 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: WF7LKT01820600	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	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: WF7LKT01820600	1	Each		

NET AMT

Section C - Descriptions and Specifications

SOW

STATEMENT OF WORK (SOW)
LIBRARY CONSTRUCTION
AT SAN JUAN DE ARAMA, META

1.0 SCOPE OF WORK: The contractor shall provide drawings, construction and all civil works to construct a Library building, located in municipality of San Juan de Arama, Meta. The Contractor shall provide, transport and install all the materials, labor, and equipment needed to build: Two reading areas, a books area, an office, a bathroom, and a staircase. This project includes: Footings, concrete structure, walls, floors, sanitary networks, sanitary networks, electrical networks, finishing and roof, according with the attached scheme. The approximate dimensions are 20 m long by 15 m wide, but the dimensions will be verified during the site visit, and approved on contractor drawings.

2.0 PRELIMINARIES:

2.1 Drawings: All structural, architectural, hydro-sanitary, and electrical drawings shall be provided to the Contracting Officer Representative (COR) for approval within 15 days of contract. All drawings shall be developed by an engineer certified in that particular discipline.

2.2 Soil Study: Contractor shall provide a soil study for COR approval within 15 days of contract award, and prior to commencement of any construction.

2.3 Surveying and Layout: A field book shall be kept on the T-shaped rod for sighting in points on grade (niveletas) levels, while referencing 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, the contractor shall remove and dispose of the fence and camp to an area indicated by San Juan de Arama authorities.

2.5 Safety: The work zone must be visibly marked with signs warning of potential safety concerns. This includes excavation zones, protection element usage, or accident-risk areas.

2.6 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 interference occurs, the contractor shall protect them properly, or suggest an alternative for approval by the COR.

2.7 The contractor shall not initiate work until the following are complete:

- a. The Contracting Officer (KO) issues the Notice to Proceed Letter.
- b. Contractor delivers the drawings, tests, material samples, etc. to the Project Engineer, for approval.
- c. Contractor delivers a list of the complete names of the personnel on site, with identification card numbers and place of issue to security personnel, for investigation and entry permits.

3.0 SPECIFICATIONS:

3.1 Initial Site Cleaning: The Contractor shall remove soil, bush, grass, and other vegetation in the construction area. The contractor shall also correct the existing levels and ground slopes, removing top soil or

adding backfill with selected compacted material, as needed. The final ground level shall eliminate water accumulation around the building. The contractor shall stage the material removed from excavations to deposit it in a place permitted by the local authorities.

3.2 Removal of Top Soil: The top soil shall be removed from the terrain, including the slope area, to eliminate the vegetable layer, and the exposed surface compacted to at least 95% Proctor Standard before starting backfill. Contractor shall provide Proctor Standard results to COR for approval, before excavation may begin.

3.3 Backfill and Compaction: This consists of excavating, backfilling, and leveling the ground needed to facilitate the construction of the building projects indicated in the plans according to the specifications and their reasonable proximity to the alignment and gradient shown in the plans or set by the COR.

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

Concrete footing system

Concrete structure

Confinement structure

Subfloor concrete Slab

Upper concrete slabs

Concrete Stairs

Wet Zones Floors

A perimeter channel in concrete for water collection at 30cm x 30cm.

Concrete mix design shall comply with 3000 psi at 28 days strength as indicated.

3.4.1 Sidewalks: Sidewalks for the entrance and the perimeter of the building shall be at least 1,10 m wide, and be high strength broomed concrete at 2500 psi, and a minimum thickness of 10 cm.

3.4.2 Conventional Masonry: All walls shall be built in conventional masonry. Blocks and masonry units shall be of good quality. All Instituto Colombiano de Normas Técnicas y Certificación (ICONTEC) norms shall govern. The structure shall include two concrete lines above the foundation to prevent humidity on walls. These brick lines will have waterproofing material applied. Colors, styles, types and sizes must be approved by the COR a minimum of eight (8) working days prior to installation

3.5 Roofing

3.5.1 Metallic Structure: This item includes drawings, supply installation and anchor to support all cover for Library Facility area in beam metallic carpentry, as is shown in the schemes. All of the metallic carpentry shall be painted with industrial anti-corrosive or similar coating at 3mils of thickness, with a coat of enamel at 3mils thickness for finishing.

3.5.2 Roof Materials: Roof materials refer to installation of fiber cement roof tile. It includes the metallic structure large enough to secure the external roof materials, and follow the maximum use of natural lighting. Roof installation shall be done as recommended by the material manufacturer, with respective finishing on the front and sides. The contractor shall take into account the minimum slopes required by the manufacturer. The contractor shall install rainwater channels and downspouts. The cover will be painted on its upper part with acrylic paint resistant to carbonation, foul weather, and fungus.

3.6 Drainage and Under Ground Works: This includes all components necessary to install the potable water distribution network, wastewater and drainage systems, and the main electrical and communications network. The systems shall be installed according to the National Plumbing Code (NPC), the requirements of the American Water Works Association (AWWA), and manual ICONTEC 1500.

3.7 Water Supply and Sanitary Network: This is the construction of a hydraulic connection from the existing water connection, and is the main line that shall feed the bathrooms for the library facilities. The contractor shall construct a house connection in Polyvinyl Chloride (PVC) according to design diameters, and manufacturer's instructions. Manual ICONTEC 1500 shall be followed. The network is subject to hydraulic tests for COR approval, before final acceptance. The pipe shall be PVC Relación Diámetro Exterior (RDE) 21 or better. A register shall be installed, for all hydraulic systems as indicated on the drawings.

3.7.1 Rainwater Network: It shall be a simple easy to maintain system. Concrete gutter shall be on the contiguous slope and drain to the site determined by the mayor's office authorities.

3.7.2 Sanitarian/Sewage Network: This includes all sanitarian networks required, including sewage collector, internal networks (baths), and ventilation, according to sanitarian drawings. The contractor shall build a discharge section with constructing boxes for suitable operation, and respective discharge.

3.8 Electrical System: The internal electrical construction shall be in accordance with the electric regulations in effect in Colombia, the National Electrical Code (NEC)/American National Standards Institute (ANSI)/Energy Information Administration (EIA)/Telecommunications Industry Association (TIA)/Thermoplastic Elastomer-Ether-Ester (TEEE)/National Fire Protection Association (NFPA), and allow for a 30% capacity above the maximum normal usage when all electrical systems are used simultaneously. All drawings and systems shall conform to International Electrotechnical Commission (IEC) 61024-1-2 and Normas Técnicas Colombianas (NTC) 4552). The system shall be grounded.

NOTE: Wiring shall fulfill the following requirements.

- Load calculations at a minimum of 300W per workstation
- Power outlets shall be orange for the regulated outlet, and Almond (Beige) for the non-regulated outlets. Identification shall be marked in acrylic, and independent for each power outlet.
- All embedded energy cables shall be American Wire Gauge (AWG) and have isolation Thermoplastic Heat and Water Resistant Nylon (THWN) coating of the necessary caliber, subject to the following color code:

Green:	Earth.
White:	Neutral.
Black:	Not regulated.
Yellow, red, blue:	Regulated.

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

3.8.1 Electrical House Connection: This shall be underground PVC pipe and include distribution switchboard and all other elements in the COR approved drawing. The main electrical feed and entire distribution system shall comply with NTC-2050.

3.8.2 Internal Electrical Installations: All electrical networks shall be constructed in accordance with NTC-2050. Cables shall be THWN coated. The contractor shall provide calculus records showing actual load and estimated reserve charge with cable caliber for COR approval before installation. All outlets shall be grounded, and correspond to the power needs of the project.

3.8.3 Electrical Apparatus: All areas shall provide a minimum of 400 luxes. Lighting levels shall be verified at least one (1) hour after dark. Switches shall be located to the right side of each door.

3.8.4 Communication and Structured Cabling System: Regulated outlets and voice & data points shall be installed for the computer room, and include all outlets and conduits. Television connections for the auditoriums, as well as sound network for the reading rooms shall also be installed, and include the outlets and conduits.

3.9 FINISHING:

3.9.1 Floor Veneer: Ceramic materials made for high traffic floors shall be installed for all library facility areas (including bathroom areas). All the areas will have a broom guard of the same material, and include all door stick downs. Colors, styles, types and sizes must be approved by the COR a minimum of eight (8) working days prior to installation.

3.9.2 Wall Veneer: This includes the bathroom. Wall veneers shall be constructed up to a height of 1.40m in the kitchen and 1.70m in the bathrooms. It shall also include the metallic end caps for finishing.

3.9.3 Plaster: Shall be applied on the beams, columns, edges and other elements are to have a plastered finish. Plaster shall be mixed at a 1:3 ratio, with a minimum thickness of 1.5 cm. This includes all edges and dilatations.

3.9.4 Waterproof Plaster: This shall be applied to all interior wet zone areas. Plaster shall be mixed at a ratio of 1:3, at a minimum thickness of 1.5 cm. Plaster shall be left exposed over the veneer.

3.9.5 Exterior and Interior Painting: Three layers of paint shall be applied on all walls, beams, and columns. The contractor shall provide samples of colors, for COR approval a minimum of eight (8) working days prior to installation.

3.9.6 Drop Ceiling/Dry Wall: The contractor shall provide and install a drop ceiling in dry wall for the reading areas, the office, and the bathrooms.

3.9.7 Sanitary Apparatus: The contractor shall consider two bathroom areas, one for men and another for women. Bathrooms shall have a beveled mirror of 0.90m high for each area, at the width of the final sink design. The bathrooms shall have three (3) toilets, eight (8) lavatories to include all accessories (two (2) handicap capable), two (2) scent extractors, two (2) hygienic paper holders, two (2) soap dishes, and four (4) floor drains.

3.10 METALIC CARPENTRY:

3.10.1 Doorframes: Doorframes shall be metallic in twenty (20) caliber cold rolled laminate, painted with two (2) coats of anti-corrosive coating at a minimum of three (3) mils, and two (2) coats of finishing enamel at a minimum of 3 mils. Door price includes installation, finishing, accessories and lintel.

3.10.2 Main Door and Locks: The contractor shall provide and install two security entrance doors. They shall be security armored with security block reference: 6600-78 Digi, or equal. Another metallic door in cold-roll material shall be supplied and installed at the storage/server room. Doorway height shall be the same as the window lintels. A stand-alone, battery free, medium duty, mechanical cipher lock shall be installed.

3.10.3 Windows: All metallic carpentry shall be in twenty (20) caliber cold rolled laminate painted with and anti-corrosive coating at a minimum of three (3) mils, with two (2) coats of enamel with a minimum of three (3) mils. The window glass shall be in 4mm thick raw glass. The window price shall include installation, finishing, accessories, security bars, and brick lintel.

3.10.4 Handrail: A metallic handrail shall be installed in 20 caliber cold rolled laminate painted with anti-corrosive coating at a minimum of three (3) mils and two (2) coats of finishing enamel at a minimum of three (3) mils.

4.0 MATERIALS:

4.1 Cement: The cement in the concrete mixtures shall be Type 1 Portland cement (normal) and meet all American Society for Testing and Materials (ASTM) class 50-69 specifications. If the project site has a high sulfate content, Type V Portland cement shall be used. Contractor shall provide additive specifications.

4.1.1 Water: Water used in all the mixes shall be free of impurities that could affect the physical properties.

4.1.2 Aggregates: Aggregates shall be classified by size, and covered to avoid foreign matter. 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 ties. They shall meet the ASTM C-33-67 standards and its maximum dimension shall be according to Section 33 of the American Concrete Institute (ACI) 318 – 83 Regulation.

4.1.3 Concrete Characteristics: All recommendations of the ACI, in Committee Report 301-72 (Specifications for Structural Concrete for Buildings) or equivalent Colombian specification NSR-98, shall be followed. All other concrete operations shall follow ACI. 318. All ASTM standards are mandatory.

4.1.4 Transporting the Concrete: Seven days prior to the pour date, the COR shall approve the formworks and molds, steel reinforcement, rebar arrangement, overlaps, and all related details.

4.1.5 Concrete Pour: All forms and molds shall be clean, and dampened with a non petroleum based stripper. Pours shall be in one continuous operation per section. All soft concrete shall be compacted around embedded installations, preferably with a vibrator. The concrete pour shall be protected in inclement weather, and the exposed concrete surface constantly damp for the first seven (7) days.

4.1.6 Concrete Compressive Strength: The specified resistance to compression shall be measured at the rupture in cylinders measuring 15 x 30cm (6 x 12 in), after 28 days, according to the ASTM C39-66 standards. All concrete shall have an overlap less than three (3) inches. Concrete used for the foundation formworks, columns, retaining walls, joints tied to the foundation, load and tie joints and remaining structural elements, shall have a compression resistance of 210 Kg/centimeter² (3000 lb/square inch). The resistance to fluid concrete for the filling of the reinforced masonry blocks shall guarantee a minimum of 140 Kg/centimeter² (2000 lb/square inch).

4.1.7 Repairing Defects in the Concrete: All defects shall be repaired by cutting out the defective area, and cleaning with compressed air. Defective sections shall be filled with epoxy based concrete or mortar, per manufacturer's instructions. Contractor shall submit epoxy material specifications to the COR for approval, before repairs begin. Repairs shall not be made using common concrete or mortar on cement.

4.1.8 Concrete Testing: The contractor shall prepare and properly mark six (6) concrete test cylinders per nine (9) cubic yard batches or single mixture, accomplished in strict accordance with Colombian Law 400 of 1997, Decree 33 of 1998-NSR-98. The contractor is required to conduct the tests to certify that the quality of concrete used meets identified standards and specifications. The contractor shall provide a copy of these tests for COR approval before concrete pour. The samples shall be tested in accordance with the C-39 Norm of the ASTM (test of cylinders of concrete for compression).

4.1.9 Concrete Forms: The forms including their 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 stress level higher than one third (1/3) of the design stress. The joints in the forms shall not have slits bigger than three (3) millimeters to avoid grout losses, but still have enough room to avoid wood from shrinking and deforming due to inclement weather.

4.2 Reinforced Steel: The contractor shall provide rebar with patterns to assist adhesion. All steel shall be new billet steel conforming to ASTM A615 Grade 60. Rebar grade shall be 60 (420 for metric). Minimum yield strength shall be 420 MPa (60,900 psi). All dirt and non-adhered advanced state oxidation shall be removed.

4.2.1 Rebar and Ties: Rebar shall be bent according to specifications, with no variations greater than one centimeter. They shall be tied to the formwork with wire, concrete, or stone plugs, and between themselves with iron annealed No. 16 wire, so there is no movement during pour. Separation between parallel rebar shall have a minimum diameter of $1 \frac{1}{3}$ of the greater diameters of the coarse aggregate used. The rebar arrangement shall be reviewed by the COR, before beginning the pour. No rebar shall be bent on the field. Rebar packets shall be tightly tied together to form a unit. Packets containing more than four (4) rebar are not permitted. It may be required that the framework functions below two-thirds ($\frac{2}{3}$) of its admissible tension, either by overlap or welding. Welded ties shall comply with AWS D1.4-79 standards. Welded ties shall maintain at least 125% of the flow resistance specified for the rebar, which will be verified by the COR. The overlap of rebar packets shall be based on the length required, and increased by 20% for a three (3) rebar packets, and 33% for a four (4) rebar packet. The centers of the ties shall be more than 40 diameters (40D) throughout the length of the piece. When the use of mortise is permitted, the diameter shall not be less than the main reinforcement.

4.2.2 Embedding: For elements not exposed to the weather or ground, the minimum embedment shall be: slabs: 2cm (0,8 in); beams and columns: 3cm (1,2 in).

4.3 Duct System: The installation of all electric systems conduits and cabling systems, shall be in Electrical Metal Tubing (EMT) ducts, conduits, and/or metal cable trays.

4.3.1 Electrical Metallic Tubing: The contractor shall attach EMT ducts to the outside structure of the constructed building to include all accessories. Where cable continuity is interrupted by the structure, spaces less than one meter shall have a flexible metal armor installed. Pull boxes may also be placed at least every 30m on the pipe trajectory, with a coating of electrolytic galvanization, and finished in gray enamel. It shall enter perpendicular to the entry surface and be connected using terminals. Pipes shall be appropriately placed on walls, ceilings, and floors, and include raglets, patches, points, and finishes; leaving ceilings and walls in their original condition.

4.4 Conduits and/or Metal Tray: Contractor specification shall be highly detailed, and allow for space according to NEC and EIA/TIA standards. Conduits and/or trays shall be continuous between or across walls, and completely perforated to cross conduits and/or trays, patches, points, and finishing. All EMT ducts and conduits, and/or metal cable trays shall have a bare continuity lead (directly connected to the grounding barrage of the power circuit panel) with a gauge according to applicable standards.

4.5 Cable Protection: Cables exposed to potential risks of voltage or current surges shall be protected with adequate fuses and elements as described in the local electric code and/or in NEC Article 250.

4.6 Power Circuit Panels: Panels shall be designed based on power quality. An isolation transformer shall be installed for the estimated load to isolate the system from the main power source. The power quality panel shall feed all outputs destined for computer equipment. The two types of outlet feeds shall be protected through EMI/RFI filters, surge protection, and regulated through an Uninterruptible Power Supply (UPS). A panel shall have a commutable key, or by-pass, to take the UPS out of service without restricting service to the outlets. The line shall remain temporarily protected, but not regulated. Position 1 shall by-pass the UPS, and position 2 shall not. It shall also have a current measuring system for the transformer and the UPS.

4.7 Branch Circuits: The conductors shall be multi-wire, in electrolytic red copper of 99% purity, soft tempering and thermoplastic isolation for 600V type THHN/THWN 90oC. Conductors for each branch circuit shall be grouped in a single span until the first feed point.

Section E - Inspection and Acceptance

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

CLAUSES INCORPORATED BY REFERENCE

52.236-5	Material and Workmanship	APR 1984
52.246-12	Inspection of Construction	AUG 1996

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	180 dys. ADC	1	SEE THE ATTACHED PWS/SPEC DESIGNATED COR OR POC FOR COMPLETE DELIVERY INFORMATION SEE SCHEDULE FOB: Destination	WF7LKT
0002	180 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
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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 ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 days. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

Section G - Contract Administration Data

PAYMENT INSTRUCTIONS

The following instructions are added to paragraph (g):

PAYMENT PROCESS / PROCESO DE PAGO:

TO SUBMIT THE INVOICE:

Present an Original invoice and one copy to the USMILGRP Payment Office at one of the below addresses:

Within Colombia:

Billing Address:
Calle 24 Bis 48-50 (PUESTO # 1)
US Embassy
USMILGRP – Contracting Office
Attn: Tatiana Suarez
BOGOTA, COLOMBIA
TEL: 011-571-383-2552

Invoices will be received **ONLY** on Tuesdays from 10:00am thru 12:00 pm by Tatiana Suarez Ext 2765.

Or if sent from the U.S:

Billing Address:
USMILGRP-BOGOTA
ATTN: TATIANA SUAREZ
CONTRACTING OFFICE
UNIT 5140
APO AA 34038

Or to the following e-mail addresses:

Michael.haydo@tcsc.southcom.mil
suarez@bogota.mg.southcom.mil
saavedrm@bogota.mg.southcom.mil
Robert.devisser@tcsc.southcom.mil

Note:

PLEASE SIGN THE FIRST PAGE OF THIS CONTRACT AND RETURN A COPY BY EMAIL. WHEN DELIVERING THE PRODUCTS OR COMPLETING THE CONTRACTED SERVICES, HAVE THE GOVERNMENT REPRESENTATIVE SIGN THE RECEIVING SECTION OF THE CONTRACT. A COPY OF THIS PAGE MUST BE ATTACHED TO THE INVOICE SUBMITTED FOR PAYMENT.

THE INVOICE WILL NOT BE PROCESSED UNLESS THESE INSTRUCTIONS ARE FOLLOWED.

When the contract requires delivery at the Warehouse 18 of Catam, an access authorization shall be requested at least 24 hours prior in the following phone number: 011-571-4238400.

Please submit a copy of the Contract with each invoice.

PARA RADICAR LA FACTURA:

Radicar una factura original y una copia en el Grupo Militar, Embajada Americana en la siguiente direccion:

Dentro de Colombia:

Oficina de Pago:
Calle 24 Bis 48-50 (PUESTO # 1)
US Embassy
USMILGRP – Contracting Office
Attn: Tatiana Suarez
BOGOTA, COLOMBIA
TEL: 011-571-383-2552

Las facturas seran recibidas **UNICAMENTE** los dias Martes de 10:00am a 12:00pm por Tatiana Suarez Ext. 2765.

Si se envia desde los Estados Unidos:

Oficina de Pago:
USMILGRP-BOGOTA
ATTN: TATIANA SUAREZ
CONTRACTING OFFICE
UNIT 5140
APO AA 34038

O pueden ser enviadas a los siguientes correos electronicos:

Michael.haydo@tcsc.southcom.mil
suarez@bogota.mg.southcom.mil
saavedrm@bogota.mg.southcom.mil
Robert.devisser@tcsc.southcom.mil

Nota:

FAVOR FIRMAR LA PRIMERA PAGINA DE ESTE CONTRATO Y DEVOLVER VIA EMAIL. EN EL MOMENTO DE LA ENTREGA DE LA MERCANCIA O AL REALIZARSE ALGUN SERVICIO, FAVOR HACER FIRMAR AL REPRESENTANTE DEL GRUPO MILITAR LOS RECIBO BLOQUES DEL CONTRATO. UNA COPIA DE ESTA HOJA DEBE SER ADJUNTADA A LA FACTURA A RADICAR.

LA FACTURA NO SE PROCESARA SI NO SIGUE ESTAS INSTRUCCIONES.

Cuando la entrega de los elementos sea necesaria hacerla en el Hangar 18 de Catam, debe solicitarse el permiso de ingreso correspondiente con (24) horas de anterioridad comunicándose al número telefónico: 011-571-423-8400.

Por favor anexe una copia del contrato a cada factura.

Section H - Special Contract Requirements

DETAILED PRICING SHEET

LIBRARY CONSTRUCTION, SAN JUAN DE ARAMA (META)						
Item	Description	Unit	Quantity	Unitary Value (COP)	Total Value (COP)	Total Value (USD)
1	DRAWINGS					
1.1	Structural Drawings	GL	1.0			
1.2	Hydraulic, sanitary and rainwater drawings	GL	1.0			
1.3	Electrical Drawings	GL	1.0			
2	PRELIMINARIES					
2.1	Location and laying out	m2	250.0			
2.2	Temporary Facilities	GL	1.0			
2.3	Excavation	m3	65.0			
2.4	Compacted Fill soling type B-200 or similar	m3	85.0			
3	STRUCTURE CONFINEMENT (COLUMNS, BEAMS OF COVER)					
3.1	Footing	m3	38.7			
3.2	Footing Beams	m3	32.6			
3.3	Conventional Masonry	m2	1,375.0			
3.4	Structure Confinement (Columns, Beams of Cover)	m3	50.0			
3.5	Slab sub floor	m2	485.0			
3.6	Lighten slab in concrete	m2	384.0			
3.7	Solid slab in concrete	m2	480.0			
3.8	Concrete Stairs	m2	5.2			
3.9	Wet zone floors	m2	7.0			
4	ROOFING					
4.1	Metallic structure	m2	130.0			
4.2	Roof materials	m2	130.0			
5	ELECTRICAL SYSTEM					
5.1	Electrical Library Connection	GL	1.0			
5.2	Internal Electrical Installations	GL	1.0			
5.3	Grounded system	GL	1.0			
5.4	Electrical Apparatuses	Pts	60.0			
5.5	Electrical Outlets	Pts	65.0			
5.6	Panelboard	EA	2.0			
5.7	Telephone network	Pts	1.0			

5.8	Sound network	Pts	1.0			
5.8	TV network	Pts	1.0			
5.9	Data network	Pts	1.0			
6	HYDRAULIC – SANITARY NETWORK					
6.1	Main Water Feed	GL	1.0			
6.2	Hydraulic Network	GL	1.0			
6.3	Sanitary Network	GL	1.0			
6.4	Rainwater Network	GL	1.0			
6.5	Storage Tanks	GL	1.0			
6.6	Inspection boxes	GL	2.0			
7	SANITARY APPARATOUS					
7.1	Porcelain toilet	GL	10.0			
7.2	Bathroom sink -porcelain	GL	7.0			
7.3	Urinal- Porcelain - White color	GL	3.0			
7.4	Plastic grid floor trap	GL	2.0			
7.5	Handhole 20 x 20	GL	2.0			
8	FINISHINGS					
8.1	Wall veneer	m2	82.0			
8.2	Floor veneer	m2	825.0			
8.3	Plaster	m2	2,010.0			
8.4	Waterproofed Plaster	m2	15.0			
8.5	Exterior and Interior Paint	m2	1,350.0			
8.6	Windows	m2	195.0			
8.7	Drop ceiling	m2	55.0			
9	METALLIC CARPENTRY					
9.1	Glass Main Access Door with security lock	GL	1.0			
9.2	Interior doors with lock	GL	1.0			
9.3	Bathroom divisions	GL	1.0			
9.4	Metallic Handrail	GL	1.0			
9.5	General Housekeeping	GL	1.0			
9.6	Commemorative plate	und	1.0			
	SUM OF ITEMS					
	Administration and Unforeseen (A,U)	22.00%				
	TOTAL ESTIMATED COST US GOVERNMENT					
	SUM OF ITEMS					
	Estimated IVA (TAXES) for Contractor	16%				
	Estimated Profit for Contractor	5.00%				
	TOTAL ESTIMATED COST FOR CONTRACTOR					
	Execution Time in Calendar Days	180 Days				

	Payment form					
	Guarantee					
	Exchange Rate	USD\$1 = COL\$1700				

SPECIAL INSTRUCTIONS
SPECIAL INSTRUCTIONS

1.0 Activities Report: A weekly report shall be submitted, to the Contracting Officer Representative (COR), in advance every week on the Friday prior to starting work. Report shall include all activity situations related to the project.

2.0 Work Schedule: A weekly progress schedule shall be provided to the COR in Microsoft Project every week with the activity report on Friday for the next scheduled week. The schedule shall take into account, time requirements for completion, to include unforeseen events, and factors such as traditional weather patterns for the time of the year.

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.

3.0 Wage Payment and Social Benefits Policy: As required by Colombian Law.

4.0 Safety: The Contractor shall provide employees with all the necessary safety equipment that is suitable for the task at hand, and comply with Colombian Safety Council (CCS) established standards. The contractor shall also provide a statement of the Personal Protective Equipment (PPE) supplied. The Government may stop or suspend work at the contractor's expense until CCS compliance is reestablished.

5.0 Policies:

5.1 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 Contracting Officer (KO) no later than eight (8) days before the final contract acceptance date.

5.2 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.

5.3 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.

6.0 General Liability:

7.0 Contractor Payments and Final Payment: Payment will be made via the Progress Payments Clause of the contract. No advance payments are authorized. The Contractor may be paid for material items purchased and stored on-site. If the project is less than 30 days, contract payment will be made in one single payment after construction inspection and acceptance, and all submittals are approved. If contract completion is greater than 30 days, progress payments for percentage of work complete may be authorized, and invoiced in 30 day increments. Final payment will be paid only after work is inspected and accepted, and submittals are approved in accordance with contract terms and conditions.

8.0 Prior to Project Completion Date: The following documents shall be delivered to the COR/KO prior to the project being considered complete. These documents shall be in English, or if in Spanish, have an English translation. All must be complete before the Work Acceptance Document, and complete final payment.

8.1 Punch List - Including the punch-list inspection corrections

8.2 Closing Reports: Closing report of the work executed (Original and two copies, one English and one in Spanish) with: Copies of the plan on letter-size paper, 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 military unit does not authorize photographs, this requirement is waived.

8.3 Drawings: Original and two copies of all as-built (Record Drawings) including all construction details presented on large sheets (1 m x 0, 70 m).

8.4 Plan and Final Report: The contractor shall submit three copies of the plan and final reports on CDs in English, or both English and Spanish.

8.5 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.

8.6 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.

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

9.0 SPECIFICATIONS CHANGES:

9.1 Technical Modifications: The Contractor is not authorized to perform any technical changes to contract requirements, without previous written authorization of the KO. The assigned COR will receive written authorization from the KO, and then forward that authorization to the contractor. If the contractor executes any work without authorization, they will assume all associated costs for the unauthorized work.

9.2 Modifications Implying a Greater Cost to Contract Value: If the contractor determines that additional work and greater quantities that will result in additional costs are necessary, the contractor shall make a recommendation to the KO through the COR before contract expiration. The contractor shall send a detailed proposal for additional work and any additional time required. All prices for additional work shall be negotiated between the government and the contractor prior to work performance. Any additional work or changes authorized shall be made to the contract by the KO as a contract modification.

10.0 STANDARDS:

10.1 Legal Standards: All work shall be accomplished according to specified standards. If conflicts occur, the strictest rule applies. The contractor shall inform the COR immediately of identified conflicts.

10.2 Earthquake Standard: Construction shall be accomplished in accordance with the Colombian Code of Earthquake Resistant Construction NSR-98.

10.3 Quality Assurance: The COR shall monitor and inspect the contractor's performance under this contract using the quality assurance procedures in the Federal Acquisition Regulation Clause 52.246-12, Inspection of Construction.

10.4 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. The resume of this individual shall be submitted with the proposal for technical evaluation. The contractor shall not replace, substitute or remove key personnel without prior approval of the KO. The Project Manager or alternate shall be physically present on site between the hours of 0730 and 1630, Monday through Friday, except holidays. After duty hours, the project manager or alternate shall be available within two hours of notification.

10.5 Project Schedule: The Contractor shall submit a detailed project schedule to the COR within ten (10) days of contract receipt. The schedule shall take into account down days for inclement weather. Contractor shall include quality assurance inspections and Activity Hazard Analysis (applicable to all types of work to be performed) in advance of any work such as site preparation, and concrete work. The project schedule shall have expected completion dates, execution time of each phase, mid-point completion of project, and monetary values. If a schedule needs changed, a new schedule shall be submitted to the COR for approval within two (2) working days.

10.6 Meetings: The Project Manager may be required to meet at as scheduled by the COR or KO for the duration of the contract.

11.0 CONTRACTOR RESPONSIBILITY:

11.1 Site Access: The site is at the COLMIL Base at La Macarena Meta. Access shall be pre-coordinated with Ivan Morales (USMILGRP Engineer) at 311-462-5675 by providing names and identification numbers for workers, prior to commencing work. Parking and deliveries shall be pre-coordinated with surrounding office personnel, so that they do 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 shall be provided by the contractor for all personnel.

11.2 Schedule: The work schedule shall be from 7:00 a.m. to 4:00 p.m. If other times are necessary, the contractor shall receive approval of the change two (2) days before new schedule begins. If overtime is necessary, contractor shall receive COR approval 72 hours in advance. The contractor shall notify the COR 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.

11.3 Cleanliness and Debris Removal: The Contractor shall remove all debris or surplus materials from the work site when work is complete. The Contractor shall maintain the project site in a neat, orderly, and safe condition at all times. Contractor shall coordinate with local Colombian agencies to dispose of debris materials. All temporary structures shall be removed from the site as soon as progress permits.

11.4 Damage to Persons or Property: The contractor shall be responsible for all damages to persons or property as a result of fault or negligence, and shall take safety and health precautions to protect the work, employees, local public, and the property of others. The contractor shall protect or repair any damage to the surrounding areas (grass, gravel, sidewalks, etc), incurred during the course of the project. Work site areas, and equipment shall also be protected to minimize damage. The contractor agrees that the Government shall not be responsible for injuries, or damage arising from the contractor's performance on this contract.

11.5 Construction Operations and Storage Areas: The contractor shall confine all operations (including storage of materials) to areas authorized or approved by the COR. Government agencies shall have access to the premises for fire, safety, and security inspections, or site visits as authorized by the KO.

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

Full Name

Place and Date of Birth

Current Address

Identification Number

12.0 LAWS AND REGULATIONS:

12.1 General: The contractor shall be responsible for complying with all 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 occurs between the contract and such orders, the contractor shall promptly advise the COR and the KO, with a proposed resolution.

12.2 Labor, Health and Safety Laws: The contractor shall comply with all local labor laws of Colombia, regulations, customs, insurance, and practices pertaining to labor, safety and similar matters to the extent that such compliance is not inconsistent with the requirements of this contract.

12.3 Licenses and Permits: Local authorities are responsible to provide the licenses required to comply with all applicable Host Nation laws, rules and regulations. The Contractor shall provide all information required for its execution.

12.4 Environmental Protection: The contractor shall comply with all applicable pollution, and environmental control and applicable provisions of the Colombian codes and regulations/laws. Disposal of hazardous waste, containers, or similar components shall only be disposed of in a hazardous waste disposal site. Only waste sites permitted by the US Environmental Protection Agency and/or the Government of Colombia shall be utilized for such actions.

12.5 Documentation Ownership: All drawings, specifications, operation and maintenance handbooks, and any other project documents, shall belong to the USMILGRP upon contract completion.

12.6 Unforeseen Site Conditions: Potential additional work, material quantities, or cost due to unforeseen site conditions, shall be recommended in writing to the COR and Contracting Officer. The contractor shall outline a detailed proposal to accomplish the additional work and any additional time required. All prices for additional work shall be negotiated prior to execution. The KO shall authorize all changes by contract modification, before the contractor may execute work.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2008
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	JUN 2007
52.246-21	Warranty of Construction	MAR 1994
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
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
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(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.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

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

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(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.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

52.232-16 PROGRESS PAYMENTS (JUL 2009)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.
 - (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
 - (g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
 - (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
 - (3) Each Contractor request for progress payment shall:
 - (i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and
 - (ii) Include any additional supporting documentation requested by the Contracting Officer.
 - (h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
 - (1) No payment or vesting of title under this clause shall --
 - (i) Excuse the Contractor from performance of obligations under this contract or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Government's rights and remedies under this clause
 - (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall

such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

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”) 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)

52.252-2 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://www.arnet.gov/far>
<http://farsite.hil.af.mil>

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

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

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

Title	File	Drawing No.
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(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11 Certification And Disclosure Regarding Payments To SEP 2007
 Influence Certain Federal Transactions

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it:
- ___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- ___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-2	Audit and Records--Negotiation	MAR 2009
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

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)

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 Library site in San Juan de Arama on 17 November 2010. All coordination for the site visit will be done by Ivan Morales.

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

Name: Ivan Morales
 Telephone: 311-516-5697

(End of provision)

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

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

<http://www.arnet.gov/far>

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

(End of provision)

INSTRUCTIONS AND EVALUATION

INSTRUCTIONS TO OFFERORS

1. Period of Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers.

1.1 Proposals are due by 1000 hrs on 6 December 2010.

1.2. General Requirements. Responses to the request for proposal shall be submitted by the closing date. Proposals in response to this RFP shall be submitted as follows:

<u>NO. OF CONTENT</u>	<u>PAGE FORMAT</u>	<u>COPIES</u>
Technical (includes past performance)	Hardcopy	One
Price Proposal	Hardcopy	One
Technical and Price Proposal	Electronic	Two

2. PROPOSAL FILE LABELS AND DELIVERY

2.1. Delivery Instructions if submitting proposals by regular mail. Each submittal shall be labeled with the following information:

Title

Request for Proposal/Solicitation Number

Offeror's name

Proposals shall be marked "SOURCE SELECTION SENSITIVE"

The legend "To be Delivered Unopened to the Contracting Officer" and the solicitation number shall be marked on the exterior of an envelope, box, or shipping container.

Delivery Address:

US Embassy
Contracting Office
Cra 45 No 24B-27
Bogota, Colombia
ATTN: Michael Haydo

Email Address:

Contracting Officer, Michael D. Haydo
michael.haydo@tsc.southcom.mil

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

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)

BASIS FOR AWARD

BASIS OF AWARD

1.0 Basis of Award. Award of the contract resulting from this solicitation will be made to the responsible offeror whose proposal is technically acceptable and the lowest cost or price. Appropriate consideration will be given to two (2) evaluation factors: Technical (composed of six (6) sub-factors), and Price. Past performance is included in the technical acceptability determination and will be a "Go/No Go" responsibility determination. To receive consideration for award, a rating of "acceptable" must be achieved for the technical factor. The Government also reserves the right to eliminate from further consideration those proposals which are considered unacceptable and not capable of being made acceptable without major rewrite or revision.

2.0 Award Without Discussions. As set forth at paragraph (g) of FAR Clause 52.215-1(f)(4), the Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain their best terms from a technical and price standpoints. The government may make a final determination as to whether the offeror's proposal is acceptable or unacceptable, based solely on the initial proposal submitted. Accordingly, offerors are advised to submit initial proposals that are fully and clearly acceptable without additional clarification or explanation. However, the Government reserves the right to open discussions or clarifications, if later determined by the Contracting Officer to be necessary.

3.0 Evaluation Approach. The Government will use informal source selection procedures. The Contracting Officer is the source selection authority and will determine the extent to which each offeror demonstrates a clear understanding of the solicitation requirements. The Government reserves the right to determine which proposals show the required capability IAW the evaluation factors. Each proposal will be evaluated strictly in accordance with its contents and will not assume that performance or experience will include areas not specified in the offeror's proposal. All proposals will be evaluated using the same evaluation criteria to determine whether an offeror's proposal is acceptable, or unacceptable.

4.0 Technical Factors. This factor is composed of six (6) subfactors: General Architectural Plan, Materials List, General Work Schedule, Superintendent Engineer/Architect Resume, Understanding, and Miscellaneous Information which includes Past Performance.

- 4.1 General Architectural Plan Subfactor: The Government will consider the extent to which the offeror's general architectural plan, drawings, and the equipment distribution list proposed by the offeror satisfies the requirement.
- 4.2 Materials List Subfactor: The Government will consider the extent to which the offeror's list of materials satisfies the requirements.
- 4.3 General Work Schedule Subfactor: The Government will consider the extent to which the general work schedule and bar chart meet the requirement.
- 4.4 Superintendent Engineer/Architect Resume Subfactor: The Government will consider the extent to which the proposed Superintendent Engineer/Architect has experience on projects equal to or greater than the work required for this project in terms of scope and magnitude.
- 4.5 Understanding Subfactor: The Government will consider the extent to which the proposal demonstrates an understanding of the requirements of the project to include; processes, the number of personnel, equipment, and licenses and permits required for successful completion of the project.
- 4.6 Miscellaneous Information Subfactors: This includes financial information and past performance.
- 4.6.1 Financial Information: The offeror shall submit financial information to include a detailed plan of how the project will be financed, financial statements, a company-owned property equipment list, their Chamber of Commerce Certificate, and a company organizational chart. The Government will consider to what financial resources the offeror plans to use to finance the project, what assets they currently have, current financial status, and whether or not the offeror is a legal company incorporated in Colombia.
- 4.6.2 Past Performance: Offeror shall submit three (3) past performance references for the past three years relevant to the efforts required in the solicitation. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor (if applicable), in alphabetical order. The following information shall be included as a minimum:
- (a) Contract Description.
- Contract No., Type (i.e., FFP, CR, T&M, IDIQ)
 - Date of Contract Award
 - Place of Performance
 - Awarded Price
 - Period of Performance
 - Government Contracting Activity
 - Agency name and address
 - PCO and COR name, e-mail address, telephone and fax numbers
- (b) Performance Summary
- A brief summary describing the objectives achieved on each contract, detailing how the effort is relevant to the requirements of this solicitation. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.
- 4.6.2.1 Past performance will be evaluated on a "Go" or "No Go" basis. In the case of no past performance, the evaluation will be rated as "No Go". The Government's assessment will focus on contracts that meet the following conditions:

Recency: Only contracts or subcontracts performed or awarded within the last three (3) calendar years will be considered.

Relevance: Relevant efforts are defined, in relation to the requested Waste Water Treatment construction, as historical work performance similar in scope, magnitude, complexity, and utilizing a comparable number of personnel with like skills to the project being considered.

5.0 **Price:** The Government will perform price analysis to determine reasonableness and affordability of overall prices.

5.1 **Reasonableness:** Competition usually establishes price reasonableness. In limited situations, the Government will be required to perform additional analysis to determine reasonableness. The techniques and procedures described under FAR 15.404-1(b) will be the primary means of assessing reasonableness. The Offeror's proposal will be reviewed for compliance with the requirements specified in the RFP.

5.2 **Unbalanced Pricing:** Proposals will be analyzed to determine if the prices are materially unbalanced. Unbalanced pricing exists when despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price analysis techniques. An unbalanced offer may pose an unacceptable risk to the Government and may be rejected.

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