

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W913FT-10-R-0039	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 18-Aug-2010	PAGE OF PAGES 1 OF 51
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WF7LKT02040602	6. PROJECT NO.
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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: _____
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9. FOR INFORMATION CALL:	A. NAME MICHAEL HAYDO	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 571-383-4231
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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 COMBINED SIGNAL EXPLOITATION CELL building in La Macarena.

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 13.

Site visit on TBD 2010. Contact the project engineer Ivan Morales listed in clause 52.236-27

Proposals due by TBD 2010, at gate #2 of the U.S. Embassy

11. The Contractor shall begin performance within 10 calendar days and complete it within 120 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 _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) 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	CSEC Building Construction FFP CONTRACTOR SHALL CONSTRUCT A CSEC BUILDING IN LA MACARENA, 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: WF7LKT02040602	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: WF7LKT02040602	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Commercial Items Included FFP For commercial appliances, furniture, and computer accessories. As noted in Section 6.0 of the SOW. FOB: Destination	1	Lot		

NET AMT

Section C - Descriptions and Specifications

SOW

STATEMENT OF WORK (SOW)
COMBINED SIGNAL EXPLOITATION CELL (CSEC) BUILDING CONSTRUCTION
AT LA MACARENA

1.0 SCOPE OF WORK: The contractor shall provide drawings, construction and all civil works to construct the CSEC building at La Macarena COLAR Base, Meta, Colombia. The construction includes building the structure, raised floor, A/C units, a chain link fence, furniture, and clean-up. The exact 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 award. 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 before construction may begin.

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 Malagana military 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 base 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 military base 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, compacting the exposed surface 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 fabrication, transportation, pouring, and respective reinforcement elements required IAW structural drawings. This item shall be quoted as per detailed chart.

Concrete footing beam

Concrete slabs

Concrete for perimeter walls, and an aerial slab shall be minimum 15 cm thickness, or as specified by drawings. Metallic supports, and reinforcements for the concrete shall be included IAW structural design.

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 2500 psi, and a minimum thickness of 10 cm.

3.5 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 contractor shall consider connecting the CSEC Building to the existing Ops Center and the Information and Infrastructure Technologies (IIT) compound. All 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.

3.6 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 bathroom facilities. The contractor shall construct a house connection in PVC according to diameters in the design, and manufacturer's instructions. Manual ICONTEC 1500 shall be followed. The network is subject to hydraulic tests for COR approval. The first test shall be prior to filling trenches or covering pipe, the second done after filling, and the final 15 days before project completion. Pipe shall be PVC RDE 21 or better. A register shall be installed, for all hydraulic systems.

3.6.1 Rainwater Network: It shall be a simple easy to maintain system. Concrete gutter shall be on the contiguous slope and drain to the site indicated in drawings as determined by La Macarena authorities.

3.6.2 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 according to the drawings, constructing boxes for suitable operation and respective discharge.

3.7 Electrical System: The internal electrical construction shall be in accordance with the electric regulations in effect in Colombia, NEC/ANSI/EIA/TIA/TEEE/NFPA, and allow for a 30% capacity above the maximum normal usage of all electrical systems simultaneously. All drawings and systems shall conform to IEC 61024-1-2 and NTC 4552). The system shall contain grounding systems.

NOTE: Wiring shall fulfill the following requirements.

- Load calculations as 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 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 caliber specified in the quantity, 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.

3.7.1 Electrical House Connection: This shall be underground Polyvinyl Chloride (PVC) pipe and include distribution switchboard and other elements in approved drawing. The main electrical feed and entire distribution system shall comply with Colombian Electrical Code (NTC-2050).

3.7.2 Internal Electrical Installations: All electrical networks shall be in accordance with Colombian Electrical Code (NTC-2050). Cable shall be the THWN coated type. 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 ensure it corresponds to the needs of the project.

3.7.3 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 at the right hand of each door.

3.7.4 Communication and Structured Cabling System: The offices and the workstations shall have one non-regulated double energy outlet, one regulated double outlet, and voice & data point for each. Outlets shall be installed in the storage room for electrical and communication equipment. The TV room shall have 2 double non regulated outlets, and 2 double regulated outlets. A new Uninterrupted Power Supply (UPS) large enough to carry the entire system on a power outage, shall be delivered and installed by the contractor during system installation. The structured cabling system shall comply with standard TIA/EIA 568B.2-1 for Category 6 and other provisions previously mentioned where the installation, marking, ground connections, etc. are indicated.

3.7.5 Air Conditioning: The Contractor shall purchase and install mini split type air conditioning cooling units, to guarantee building temperature between 18 and 20 C, for 20 people. Condenser location shall be defined at the site visit.

4.0 FINISHING:

4.1 Raised Floors for Operation Area: Contractor shall construct the complete raised floor system, to include all complementary components. Dimensions will be determined at site visit. Colors, styles, types and sizes must be approved by the COR a minimum of eight (8) working days prior to installation.

4.2 Floor Veneer: Contractor shall provide and install new tiles for the kitchen, bathroom, and main entrance areas. The tile material shall be for high traffic, and includes broom guard. This includes all door stick downs necessary. Colors, styles, types and sizes must be approved by the COR a minimum of eight (8) working days prior to installation.

4.3 Sanitary Apparatus: Baths will have a veneered floor. Bathrooms shall have a beveled mirror of 0.90 m high, with the width of the installed sinks. The bathrooms shall have a 1 toilet, 2 lavatories, scent extractor, and 2 faucets for sink, one hygienic paper holder, a soap dish, and floor siphons as indicated in the schemes.

4.4 PVC Prefabricated System: A Royal Building System (RBS) System or Similar to supply either a 100 mm, or a 64 mm system (as required) including walls, door frames, roof, roof tiles, doors and windows. Contractor shall install the system following supplier assembly recommendations. A metallic profile shall be installed between

the panels for support, and guarantees rigidity. Perimeter wall panels shall be filled with concrete for stability, and an aerial concrete slab built as the roof. Stucco and paint shall be applied along the area of the aerial slab.

5.0 METALIC CARPENTRY:

5.1 Doors and Locks : Contractor shall provide and install two security entrance doors. They shall be security armored with security block ref: 6600-78 Digi, or similar. Another metallic door in cold-roll material shall be supplied and installed at the storage/comm room. Doorway height shall be based on window lintels. A stand-alone, battery free, medium duty, mechanical cipher lock shall be installed.

5.2 Storage Cabinet Room (Shelving Units): Contractor shall install a metallic shelving cabinet in the storage room. Colors, types and sizes must be approved by the COR a minimum of eight working days prior to installation.

6.0 FURNITURE:

6.1 Work Stations: This includes five (5) stand alone, and ten (10) Face to Face workstations for the operation area (as shown on the attached schemes). The furniture shall be approved by the COR a minimum of eight (8) working days prior to installation. The desk surface shall be: 30mm agglomerate covered with high pressure laminated type formic F6 on the top, and high pressure laminated F8 on the bottom, and a PVC edge. Surface thickness shall be minimum 0.60m. It shall include necessary adjustments to match specifications for the work surfaces indicated in the drawings.

6.2 Filing Cabinets 2X1: A filing cabinet with two conventional and one hanging legal size drawers with American type guides that open completely. The filing cabinet shall be metal with electrostatic paint, unless otherwise indicated. It shall include a lock and a metal pencil tray. Minimum dimensions are: 0.40 widths by 0.50 depth and height up to surface. The cabinets shall have sufficient space to allow the passing of file tabs without difficulty (minimum 2.5cm from the edge of the folder)

6.3 Computer Support: One (1) desk with agglomerate base of 30mm covered with high pressure laminated type formic F6 on the top and the bottom part with high pressure laminate F8 PVC edge and four wheels. Dimension: 0.3m x 0.5m. Keyboard support shall be injected type with mouse support. Extensible railing, hand support and pencil drawer to be located in the bottom.

6.4 Metal Supports/Posts: Sufficiently rigid additional supports, painted with electrostatic paint, stops with anti-sliding coating on the legs.

6.5 AZ Cabinets: (17 units) Overhead type attached to the wall, with door and laterals in 15mm agglomerate covered with high pressure formic F6 laminate on top, and F8 on the bottom with a PVC edge. Back and base in cold rolled sheet painted with electrostatic paint, front top guiding rail with overtop type bearings, and locks.

6.6 Large Dry Erase Board: The contractor shall supply a large dry erase board 2ft H X 3ft W. The specifications shall be approved by the COR a minimum of eight (8) working days prior to installation.

6.7 Equipment: Contractor shall supply and install the following to be approved by COR a minimum of 8 working days prior to installation:

- Three (3) Flat screen Monitors 50"
- One (1) Electric stove (4 burner)
- One (1) Refrigerator.
- Closed Circuit Television system specifications will be determined at the site visit.
- Kitchen Shelves with size and quantity to be determined at site visit.
- Table and chairs for Kitchen with number to be determined at site visit.

7.0 PERIMETER FENCE:

The Contractor shall install a perimeter fence to enclose the Building as shown in the attached schemes. It shall be linked mesh, fixed in frames in angles $\frac{3}{4}'' \times \frac{3}{4}''$, supported in sewage pipe (A.N. 2''), and a concrete beam.

- Caps. All exposed ends of tubular posts shall be fitted with caps. The cap shall fit snugly over the posts and exclude moisture such as rain. Caps shall be pressed steel, malleable casting.
- Ends for top rail and braces shall be provided when required. Ends shall be press steel, malleable casting.
- Wire ties or clips shall be provided for attaching fabric to line posts, top rail, or tension wire.
- Brace bands shall be used to secure top rail and brace ends to terminal posts. When tension bars are used, tension bands shall be used for securing chain-link fabric at each terminal post.
- Tension bars for 1-3/4 and 2-inch mesh shall be at least 3/16 by 3/4-inch or equivalent cross-sectional area. Tension bars for 1-inch mesh shall be at least 3/8 by 3/16-inch or equivalent cross-sectional area. A tension bar shall be provided where chain-link fabric meets terminal posts. Tension bar shall be steel, of a continuous length compatible with the height of the fence and threaded through the fabric and attached by tension bands. Roll formed posts with integral loops for weaving fabric to posts are also acceptable.
- Tension wire shall be installed when top rail is not required. Tension wire shall be used at fence bottom when fabric is not secured. Tension wire shall be zinc coated steel, aluminum coated steel or better.
- Steel tension wire shall be marcelled or crimped coil spring hard tempered carbon steel wire. The coatings shall match the fence fabric.
- Truss rods shall be steel and have a minimum diameter of 5/16-inch.
- Unless otherwise specified, barbed wire shall consist of three 12-1/2-gage 0.099-inch twisted line wires with 14-gage 0.080-inch round barbs as listed in ASTM A121, Design Number 12-4-5-14R.
- Barbed wire support arms shall be capable of withstanding a load of 250 pounds (lbs) when tested, and be of the following types:
 - (a) Single- arm, for three barbed wire strands.
 - (b) V-arms, for six barbed wire strands.
 - (c) A-arms, for five barbed wire strands.
- Miscellaneous items, such as bolts, and nuts, shall be galvanized steel or aluminum alloy.
- Approved ground rod 15mm diameter 18.3m long, copper clad with approved ground clam (every 30.5 m along fence)
- Plastic Coverage (use existing conditions as sample) along the whole fence shall be considered.
-

7.1 Gates: The contractor shall install one pedestrian gate and one main gate, these shall be the same linked mesh and materials as the perimeter fence, and be located in the main entrance. Main gate measures shall be at least 8.60m wide (With two doors) by 2.40m heights and pedestrian gate measures shall be at least 1.00m Swings gates shall be provided with positive locking devices to secure gates in open position.

Gate shall be provided with a surface mounted closure, and secured with a high security chain and padlock, contractor shall provide 4 keys each for all locks.

8.0 MATERIALS:

8.1 Cement: The cement in the concrete mixtures shall be Type 1 Portland cement (normal) and shall meet all ASTM class 50-69 specifications. If the project sites have high sulfate content, Type V Portland cement shall be used. Contractor shall provide additive specifications.

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

8.1.2 Aggregates: Aggregates shall be classified by size, and stored to avoid foreign matter. They shall follow ASTM class C-33-67 specifications. 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 than the greatest separation from the sides of the formwork; 1/3 of the slab, or 3/4 of the free space between individual rebars or rebar ties, except when the contrary is indicated. It shall meet the ASTM C-33 standards and its maximum dimension shall be according to Section 33 of the ACI 318 – 83 Regulation.

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

8.1.4 Transporting the Concrete: Before the concrete pour, the COR shall approve the formworks and molds, steel reinforcement, rebar arrangement, overlaps, and all related details. The COR shall be notified seven days prior to the actual pour date.

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

8.1.6 Concrete Compressive Strength: The specified resistance to compression shall be measured at the rupture in cylinders measuring 15 x 30 cm (6 x 12 in), after 28 days, according to the ASTM C39-66 standards. All concrete used shall have an overlap no greater than 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).

8.1.7 Repairing Defects in the Concrete: All defects shall be repaired by cutting out the defective surface, 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.

8.1.8 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).

8.1.9 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 so they 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 that 3 millimeters to avoid grout losses, but shall still have enough room to avoid boards (when using wood) from shrinking and deforming due to inclement weather.

8.2 Reinforced Steel: The contractor shall provide rebars 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 cleaned.

8.2.1 Rebars and Ties: The rebars 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 among themselves with iron annealed No. 16 wire, so there is no movement during pour and completely covered. Separation

between parallel rebars shall have a minimum separation equal to the diameter 1 1/3 of the greater diameters of the coarse aggregate used. Their position shall be adjusted according to the indications in the plans, and instructions. The correct arrangement shall be reviewed before the pour, and any modifications noted. No rebar shall be bent on the field. Rebars in a packet shall be tightly tied together forming a unit. Packets with more than 4 rebars are not permitted. It may be required that the framework functions below two-thirds (2/3) of its admissible tension, either by overlap or welding. Welded ties shall be in agreement with AWS D1.4-79 standards. Welded ties shall develop at least 125% of the flow resistance specified for the rebar, as verified by the COR. The overlap of rebar packets shall be based on the length required by the packet, increased by 20% for three rebar packets and 33% for four rebar packets. The centers of the ties shall be more than 40 diameters (40 D) throughout the length of the piece. When the use of mortise is permitted, the diameter shall not be smaller than the main reinforcement.

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

8.3 Duct System: The installation of all electric system conduits and the wires of the structures cabling system shall be of EMT ducts or conduits and/or metal cable trays to preserve building esthetical conditions.

8.3.1 Eletrical Metallic Tubing (EMT): The contractor shall attach EMT ducts to the outside structure of the constructed building –including all accessories. Where the structure interrupts cable continuity, spaces no longer than one meter, shall have a flexible metal armor installed, with the interior diameter equal or above the pipes. Pull boxes may also be placed every 30 m as minimum on the pipe trajectory, with a coating of electrolytic galvanization finished in dried gray enamel, and free of rough edges. It shall enter perpendicular to the entry surface and be connected using terminals. Pipes shall be appropriately placed on walls, ceilings and floors, and the proponent shall include raglets, patch, point and finishes; leaving ceilings and walls in their original condition.

8.4 Conduits and/or Metal Tray: Specification shall be highly detailed. Example: “metal sheet conduit gage 22, electrostatic paint off white color, double compartment, 12cm x 5cm, 2,40mts span, and screw cover – 6 screws per span”. Leave 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, patch and point 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 gage according to applicable standards.

8.5 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.

8.6 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 outlets shall be: protected which feeds through EMI/RFI filters and surge protection, and regulated that shall pass through an 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 measuring system for the transformer and the UPS.

8.7 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
0003	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	120 dys. ADC	1	SEE THE ATTACHED PWS/SPEC DESGINATED COR OR POC FOR COMPLETE DELIVERY INFORMATION SEE SCHEDULE FOB: Destination	WF7LKT
0002	120 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	120 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 120 days. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

Section G - Contract Administration Data

PAYMENT INSTRUCTIONS

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2008)

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@tsc.southcom.mil
suarez@bogota.mg.southcom.mil
saavedrm@bogota.mg.southcom.mil
Robert.devisser@tsc.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

PRICE LIST					
item	Description	Unit	Quantity	Unitary Value	Total Value COL\$
A DRAWINGS					
A.1	Structural drawings	EA	1		\$ - \$ -
A.2	Hydrosanitary drawings	EA	1		\$ - \$ -
A.3	Electrical drawings	EA	1		\$ - \$ -
1 PRELIMINARIES				Vr. Chapter	\$ - \$ -
1.1	Location and layout	M2	145		\$ - \$ -
1.2	Provisional enclosure in green Canvas h=2.00	M	60		\$ - \$ -
1.3	Debris removal	EA	8		\$ - \$ -
1.4	Removal of Topsoil	M2	145		\$ - \$ -
1.5	Excavation	M3	87		\$ - \$ -
1.6	Earthwork	M3	72		\$ - \$ -
1.7	Backfilling in granular material	M3	145		\$ - \$ -
2 FOOTING AND CONCRETE STRUCTURES				Vr. Chapter	\$ 3,750,000 \$ 2,083
2.1	Concrete Footing beams	M3	9		\$ - \$ -
2.2	Concrete leveling .04	M2	100		\$ - \$ -
2.3	Concrete slab floor e=15	M2	25		\$ - \$ -
2.4	Concrete sidewalks	M2	40		\$ - \$ -
2.5	Confined concrete between panels for INTEL Building perimeter	M3	6		\$ - \$ -
2.6	Concrete slab for roof with metallic supports	M2	110		\$ 3,750,000 \$ 2,083
2.7	Reinforcement de 60,000 psi	KG	1860		\$ - \$ -
2.8	Concrete Gutter	ML	48		\$ - \$ -
3 DRAINAGE AND UNDERGROUND WORKS				Vr. Chapter	\$ - \$ -
3.1	Location and layout of hidrosanitary project	EA	1		\$ - \$ -
3.2	Manual excavation for installations	EA	1		\$ - \$ -
3.3	Pipeline PVC 2"-3" supplying network (includes unions of repairing, tees, bushings)	EA	1		\$ - \$ -
3.4	Inspection boxes 0,60 m x 0,60 m (includes excavation, base en common recebo, frame and reinforced cover in angle 1 1/2' x 3/16')	Unit	4		\$ - \$ -
3.5	Drainage points 4" sanitary apparatuses (includes accessories, "yee" and elbow)	Unit	5		\$ - \$ -
3.6	Inspection boxes 1,0 m x 1,0 m (includes excavation, base en common recebo, frame and reinforced cover in angle)	Unit	1		\$ - \$ -

3.7	PVC-S 4" pipeline (sanitary network, including accessories)	m	25		\$	-	\$	-
3.8	PVC-S 6" pipeline (sanitary network, including accessories)	m	12		\$	-	\$	-
3.9	PVC drainage point 2" washbasins, siphons, urinals and showers (includes accessories)	Unit	3		\$	-	\$	-
3.10	PVC-S 2" pipeline. Sanitary network (includes accessories).	m	25		\$	-	\$	-
3.11	Reventilation point PVC 2" (includes connection accessories, union and "yee")	Unit	20		\$	-	\$	-
3.12	Connection to sanitary network.	Unit	1		\$	-	\$	-
4 WATER SUPPLY AND SANITARY NETWORK					Vr. Chapter	\$	-	\$
4.1	Main hydraulic Pipe 1-inch	M	30		\$	-	\$	-
4.2	Sanitary apparatus installation	EA	5		\$	-	\$	-
4.3	Pression point PVC. 1/2 inch	EA	6		\$	-	\$	-
4.4	Pression network PVC 1/2-inch	M	25		\$	-	\$	-
4.5	Valve box 1-inch (General network)	EA	1		\$	-	\$	-
4.6	Valve box 3/4-inch	EA	3		\$	-	\$	-
4.7	Sanitary point 3-inch	EA	4		\$	-	\$	-
4.8	Sanitary network 3-inch	M	20		\$	-	\$	-
4.9	Sanitary Point 4-inch	EA	2		\$	-	\$	-
4.10	Sanitary network 4-inch	M	15		\$	-	\$	-
5 ELECTRIC SYSTEM					Vr. Chapter	\$	-	\$
5.1	Lighting point	EA	25		\$	-	\$	-
5.2	Switch point	EA	12		\$	-	\$	-
5.3	Voice/data point	EA	25		\$	-	\$	-
5.4	Regulated point	EA	25		\$	-	\$	-
5.5	Normal point	EA	35		\$	-	\$	-
5.6	Switchboard 12 circuits	EA	2		\$	-	\$	-
5.7	Electric network PVC 1/2-inch	M	140		\$	-	\$	-
5.8	Grounding (Mesh + coperweld rod)	EA	1		\$	-	\$	-
5.9	Lamp 60x60 - 4 tubes T-8	EA	25		\$	-	\$	-
5.10	Exterior reflectors	EA	6		\$	-	\$	-
5.11	Underground house connection in PVC 2" x 6 pipeline duct includes wire in copper 3 No.2 THHN 600 V, cable copper 1 No. 4 THHN 600V, bare wire N10, passing box and other complementary accessories	EA	1		\$	-	\$	-
5.12	Racks and equipment	EA	1		\$	-	\$	-
5.13	UPS	EA	1		\$	-	\$	-
5.14	A/C system	EA	1		\$	-	\$	-
5.15	CCTV	EA	1		\$	-	\$	-
5.16	Flat screen Monitors 50"	EA	3		\$	-	\$	-
6 FINISHINGS					Vr. Chapter	\$	-	\$
6.1	Raised Floors for multiple outlets	M2	70		\$	-	\$	-
6.2	Floor tile for bathroom and Kitchen	M2	65		\$	-	\$	-
6.3	sink (kitchen)	EA	1		\$	-	\$	-
6.4	Electric stove (4 place)	EA	1		\$	-	\$	-
6.5	Kitchen Shelve	EA	1		\$	-	\$	-
6.6	Table and chairs for Kitchen	EA	1		\$	-	\$	-

6.7	Refrigerator	EA	1		\$	-	\$	-
6.8	Ceiling Roof (stucco and Paint)	M2	120		\$	-	\$	-
7	SANITARY APPARATOUS			Vr. Chapter	\$	-	\$	-
7.1	Porcelain toilet Nova type, Acuacer color or similar (including fixtures and accessories).	EA	1		\$	-	\$	-
7.2	Bathroom sink -porcelain -Nova type, Acuacer o similar (including fixtures and accessories).	EA	2		\$	-	\$	-
7.3	Urinal- Porcelain - White color	EA	1		\$	-	\$	-
7.4	Accesories for toilet	EA	1		\$	-	\$	-
7.5	Accesories for sink	EA	2		\$	-	\$	-
7.6	Accesories for urinal	EA	1		\$	-	\$	-
7.7	Accesories for bathroom	EA	2		\$	-	\$	-
7.8	Plastic grid floor trap	EA	2		\$	-	\$	-
7.9	Handhole 20 x 20	EA	2		\$	-	\$	-
8	TRANSPORTATION, EQUIPMENT AND CLEANING			Vr. Chapter	\$	-	\$	-
8.1	General Housekeeping	SVS	2		\$	-	\$	-
8.2	Transportation of Materials, equipment and tools.	EA	2		\$	-	\$	-
9	RBS SYSTEM OR SIMILAR SYSTEM			Vr. Chapter	\$	-	\$	-
9.1	Supplying 64 mm system includes walls, door frames, roof, roof tiles, doors, windows	EA	1		\$	-	\$	-
9.2	Walls, frames, door and windows installation	M2	80		\$	-	\$	-
9.3	Roof and roof tiles installation	M2	130		\$	-	\$	-
9.4	Metallic structure	EA	1		\$	-	\$	-
9.5	Interior "aglomerado" material doors with locks	EA	10		\$	-	\$	-
10	METALLIC CARPENTRY			Vr. Chapter	\$	-	\$	-
10.1	Metallic Main Access Door for LAN Building with security lock	EA	2		\$	-	\$	-
10.2	Metallic interior doors with security lock	EA	1		\$	-	\$	-
10.3	Storage Cabinet room (shelving Units)	EA	1		\$	-	\$	-
11	FURNITURE			Vr. Chapter	\$	-	\$	-
11.1	Workstation face to face	EA	12		\$	-	\$	-
11.2	Workstation stand-alone	EA	3		\$	-	\$	-
11.3	Conference table and eight chairs	EA	0		\$	-	\$	-
11.4	Large dry-eraser board	EA	1		\$	-	\$	-
12	SECURITY FENCING			Vr. Chapter	\$	-	\$	-
12.1	Grading , filling and compaction of base	M2	0		\$	-	\$	-
12.2	Bastion Wall h= 2,40	M	0		\$	-	\$	-
12.3	Sand to fill bastion	M3	0		\$	-	\$	-
12.4	Chain Link fence w/pedestrian door	EA	1		\$	-	\$	-
	SUM OF ITEMS							
	Administration and Unforeseen (A,U)	20.00						
		%						
	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	120				
	Payment form					
	Guarantee					
	Exchange Rate	USD\$1 = COL\$1800				
	TOTAL FOR CSEC BUILDING					
			COP\$		\$	-
			USD		\$	-

SPECIAL INSTRUCTIONS
SPECIAL INSTRUCTIONS
SPECIAL INSTRUCTIONS

1.1 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.

1.2 Work Schedule: A weekly progress schedule shall be provided to the COR in Microsoft Project in advance every week on the previous Friday for the next scheduled work. This shall be provided as an annex to the activities report. When providing a schedule, the contractor shall take into account, the time requirements for completing the work, to include potential unforeseen events and other factors such as traditional weather patterns for the time of the year when the project will be executed. Contractor shall take into consideration the daily average of rain by month for the last five years when creating the work schedule.

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.

Wage payment and social benefits policy: As required by Colombian Law.

2.0 Safety: The Contractor shall provide his employees with all the necessary safety equipment and items such as hard hats, safety boots, safety glasses and heavy-duty gloves. All items must be suitable for the task at hand and comply with Colombian Safety Council (CCS) established standards. In addition, the contractor, if applicable, shall provide an explanation of Personal Protective Equipment (PPE) to be supplied to his workers. The Government may stop or suspend work at the contractor’s expense until CCS safety standard compliance is reestablished.

2.1 Work Quality and Stability: (Warranty) Contractor shall ensure the quality of the construction during the warranty period. This warranty shall remain valid for three (3) years after the date of final payment. This warranty shall be provided to the Contracting Officer (KO) no later than eight days before the final contract acceptance date.

3.0 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 duration of the project is less than 30 days, contract payment will be made in a single payment when the construction is inspected and accepted and all submittals are presented and approved. If the contract completion is greater than 30 days, progress payments for work will be authorized, invoiced every 30 days. Final payment will be accomplished when the work is inspected and accepted by the Government, all submittals are presented and approved and the work is accomplished in accordance with the terms and conditions of the contract.

4.0 Prior to Project Completion Date: The following documents shall be delivered to the Government prior to the project being considered completed. These documents shall be in English, or if in Spanish, have an English translation.

4.1 Punch List - Including the punch-list inspection corrections

4.2 Closing Reports - Closing report of the work executed (Original and two copies, one English and one in Spanish) with: copies of the plan in letter-size format, certifications, complete inventory, description of the project, results of laboratory tests, copy of the construction license, release of claims, maintenance manuals (if applicable), and photos and video of each stage of the construction process. However, in the event that the requesting military unit does not authorize taking photographs this requirement is waived.

4.3 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).

4.4 Plan and Final Report – The Contractor shall submit three copies of the plan and final reports on CDs – specify whether the reports will be in English or Spanish or both.

4.5 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.

4.6 Municipality Clearance of Payments – Contractor shall submit a written certification witnessing that the contractor has received approval of an authorized official of the Municipality stating that no materials and/or money is owed to the Municipality.

4.7 Inspection and Acceptance - A copy of the Inspection and Acceptance of the work signed by and authorized representative of the government.

This documentation must be complete in order to write up the Work Acceptance Document and complete final payment.

5.0 Change of Specifications, Additional Work, or Greater Quantity Requirements.

5.1 Technical Modifications: Contractor is not authorized to perform any technical modifications or changes to the contract requirements without previous written authorization of the contracting officer. The Engineer assigned as the COR by USMILGRP will receive written authorization from the Contracting Officer, the COR will then forward authorization to the contractor. If the contractor executes any work without written authorization of the contracting officer, they will assume any extra costs for executing this additional unauthorized work.

5.2 Modifications Implying a Greater Cost to Contract Value: If the contractor determines that additional work and greater work quantities resulting in additional cost are necessary, the contractor shall make a recommendation to the contracting officer through the COR before contract expiration. The contractor will outline a detailed proposal to accomplish the additional work and any additional time required to execute these changes. All prices for additional work will be negotiated between the government and the contractor prior to the performance of the work. Contracting officer shall authorize all changes to the contract in writing before the contractor executes the work. All

additional work authorized or any changes made to the contract will be issued by the contracting officer as a modification to the contract.

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
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
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
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (8) [Reserved].

___ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

- ___ (iv) Alternate III (JUL 2010) of 52.219-9.
- ___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ___ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ___ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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 _____ (Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "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”) by no later than 15 days prior to submission of the first request for payment”. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.252-2 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)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

- (7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) (i) ____ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (SEP 2008)
- (12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (JUL 2009) of 252.225-7036.
- (15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(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
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998

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 CESC building on TBD 2010. All coordination for the site visit will be done by Fayberth Vela.

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

Name: Fayberth Vela
 Telephone: 311-516-5697

(End of provision)

INSTRUCTIONS AND EVALUATION
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 7 Sept 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	Two
Price Proposal	Hardcopy	One
	Electronic	One

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. The solicitation shall describe the approach for evaluating offerors with no relevant performance history, and shall provide offerors an opportunity to identify past or current contracts. Offerors with no relevant past performance will be considered a "No Go", and

will not be considered for award. 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.