

| | | | | |
|---|---|--|-------------------------------|--------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. W913FT-10-T-0045 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 24-Aug-2010 | PAGE OF PAGES 1 OF 32 |
| | IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | |

| | | |
|-----------------|---|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. WF7LKT01680607 | 6. PROJECT NO. |
|-----------------|---|----------------|

| | | |
|---|----------------|--|
| 7. ISSUED BY ACC-TA, RCO BOGOTA CALLE 24BIS #48-50 USMILGP CONTRACTING BOGOTA | CODE W913FT | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE |
| TEL: | FAX: | See Item 7 |
| TEL: | FAX: | TEL: |
| TEL: | FAX: | FAX: |

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

SOLICITATION

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

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

Scope: Construction of three fences in La Macarena. One around the Ops Center, one around the antenna farm, and one around the transformer compound.

FAR 36.204 Disclosure of Magnitude for this construction project is between \$25,000 and \$100,000 USD.

Documents:
Statement of Work: Pages 4 through 13.

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

Proposals due by 1000 AM on TBD, 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 |
|--|--------------------|

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 | La Macarena Security Fence Construction FFP CONTRACTOR SHALL CONSTRUCT SECURITY FENCES AROUND THE TRANSFORMER AREA, THE ANTENNA FARM, AND THE OPERATIONS CENTER 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: WF7LKT01680607 | 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: WF7LKT01680607 | 1 | Each | | |

NET AMT

Section C - Descriptions and Specifications

SOW**STATEMENT OF WORK (SOW)****PERIMETER FENCE FOR THE OPERATIONS CENTER, PERIMETER FENCE FOR THE TRANSFORMERS, AND PERIMETER FENCE FOR THE ANTENNA FARM AT LA MACARENA**

1.0 SCOPE OF WORK The Contractor shall provide drawings, construction and all civil works to build three different fence structures at La Macarena, Colombia. These fences include the perimeter fence for the operations center, perimeter fence for existing transformers, and a perimeter fence for the antenna farm. The exact dimensions will be verified during the site visit, and approved by the Contracting Officer Representative (COR) on contractor drawings, due within 10 days of contract award.

2.0 COMMON PRELIMINARIES:

2.1 Drawings: All structural, architectural, hydro-sanitary, and electrical drawings shall be provided to the COR for approval within 10 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 readings 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 elevations.

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 La Macarena 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 COMMON 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 as needed. The contractor shall remove unusable excavated materials and deposit them in a place permitted by the military base authorities.

4.0 COMMON MATERIALS:

4.1 Cement for Beams and Post Supports: 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.

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

4.1.2 Aggregates: Aggregates shall be classified by size, and stored to avoid foreign matter. They shall follow American Society for Testing and Materials (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 American Concrete Institute (ACI) 318 – 83 Regulation.

5.0 OPERATIONS CENTER PERIMETER FENCE

5.1 SPECIFIC REQUIREMENTS: The Contractor shall furnish all labor, transportation, equipment, materials, and any other item and services necessary to install the perimeter fence for the Ops Center building, which includes two (2) pedestrian and one (1) vehicle access gates.

5.2 FENCE: The Contractor shall install a fence to enclose the area. It shall be linked mesh, fixed in frames in angles 3/4" x 3/4", supported in sewage pipe (A.N. 2"), and a concrete beam.

- All exposed ends of tubular posts shall be fitted with caps. The cap shall fit snugly over the posts and exclude moisture. Caps shall be pressed steel, with a malleable casting.
- Ends for top rail and braces shall be provided when required. Ends shall be press steel, with a 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.

5.3 GATES: The contractor shall install two (2) pedestrian gates and one (1) vehicle access gate. These shall be the same linked mesh and materials as the perimeter fence, and be located in the main entrance. Main gate measurement shall be at least 8.60m wide (with two doors) by 2.40m high, and a pedestrian gate shall be at least

1.00m high, by 1.00m wide. 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 to all locks.

6.0 PERIMETER FENCE FOR TRANSFORMERS

6.1 SPECIFIC REQUIREMENTS: The Contractor shall furnish all labor, transportation, equipment, materials, and any other item and services necessary to install the perimeter fence for the existing transformers and panelboards, which includes three (3) units with one (1) pedestrian door each, at La Macarena, Colombia.

6.2 FENCE: Refer to Par 5.2

6.3 GATES: The contractor shall install one (1) pedestrian gate per transformer unit, for a total of three (3). These shall be the same linked mesh and materials as the perimeter fence. Gate measurement shall be at least 1.00m high, by 1.00m wide. 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 to all locks.

7.0 PLASTIC FENCE IN ANTENNA FIELD

7.1 SPECIFIC REQUIREMENTS: Contractor shall submit appropriate plastic fence material specifications to the COR for approval, within 15 days of contract award. All materials shall be weather resistant, and guaranteed for at least five years. All plastic shall have ultraviolet protection. Contractor shall use shores at corner or where necessary to provide stability. The plastic mesh shall be high density polyethylene, and measure 2m high. Mooring material shall be plastic and assure the mesh is tightly fixed to the post. Wire rope shall be plastic with appropriate resistance to function correctly.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY REFERENCE

52.236-5 Material and Workmanship APR 1984

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 DESIGNATED COR OR POC FOR COMPLETE DELIVERY INFORMATION SEE SCHEDULE FOB: Destination | WF7LKT |
| 0002 | 120 dys. ADC | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | WF7LKT |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--------------------|----------|
| 52.242-14 | Suspension of Work | APR 1984 |
|-----------|--------------------|----------|

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

Section H - Special Contract Requirements

DETAILED PRICING SHEET

| PRICE LIST | | | | | | | |
|------------------------------------|---|-------------|-----------------|----------------------|--------------------------|--------------------------|--------------------------|
| THREE FENCES IN LA MACARENA | | | | | | | |
| Item | Description | Unit | Quantity | Unitary Value | Total Value COL\$ | Total Value COL\$ | Total Value USD\$ |
| 1 | DRAWINGS | | | | 0 | 0 | 0 |
| 1.1 | Drawings | EA | | 0 | 0 | 0 | 0 |
| 2 | Preliminaries | | | | 0 | 0 | 0 |
| 2.1 | Location and lay out | ML | | 0 | 0 | 0 | 0 |
| 2.2 | Strip topsoil | M2 | | 0 | 0 | 0 | 0 |
| 2.3 | Excavation | M3 | | 0 | 0 | 0 | 0 |
| 2.4 | Compacted filling road gravel type B-200 or similar | M3 | | 0 | 0 | 0 | 0 |
| 3 | STRUCTURE | | | | 0 | 0 | 0 |
| 3.1 | Footing | EA | | 0 | 0 | 0 | 0 |
| 3.2 | Confinement Structure | EA | | 0 | 0 | 0 | 0 |
| 3.3 | Concrete Sidewalks | M2 | | 0 | 0 | 0 | 0 |
| 4 | PERIMETER FENCE | | | | 0 | 0 | 0 |
| 4.1 | Perimeter Fence (Including Plastic coverage) | ML | | 0 | 0 | 0 | 0 |
| 4.2 | Gates | EA | | | | | 0 |
| 4.2.1 | Pedestrian Gate | EA | | 0 | 0 | 0 | 0 |
| 4.2.2 | Vehicular Gate | EA | | 0 | 0 | 0 | 0 |
| 3 | PLASTIC FENCE (include doors) | | | | \$ | \$ | 0 |
| | | | | | - | - | |
| 3.1 | Plastic posts (2 m) | EA | | \$ | \$ | \$ | 0 |
| | | | | - | - | - | |
| 3.2 | Plastic mesh (1.5 m high) | M | | \$ | \$ | \$ | 0 |
| | | | | - | - | - | |
| 3.3 | Mooring | EA | | \$ | \$ | \$ | \$ |
| | | | | - | - | - | - |
| 3.4 | Plastic wire rope | M | | \$ | \$ | \$ | |
| | | | | - | - | - | |
| 4 | FINAL CLEAN UP AND FINISHES | | | | \$ | \$ | |
| | | | | | - | - | |
| 4.1 | General cleanliness | EA | 1 | \$ | \$ | \$ | |
| | | | | - | - | - | |
| | SUM OF ITEMS (alternative 1) | | | | \$ | \$ | |
| | | | | | - | - | |
| | Administration and Unforeseen (A,U) | 0% | | | \$ | \$ | |
| | | | | | - | - | |

| | | | | | | | |
|--|--|-----------------------|--|--|--|----|----|
| | SUM OF ITEMS | | | | | \$ | \$ |
| | Estimated IVA (TAXES) for Contractor | % | | | | 0 | 0 |
| | Estimated Profit for Contractor | % | | | | 0 | 0 |
| | TOTAL ESTIMATED COST FOR CONTRACTOR | | | | | \$ | \$ |
| | | | | | | - | - |
| | Execution Time in Calendar Days | 120 Days | | | | | |
| | Payment form | | | | | | |
| | Guarantee | | | | | | |
| | Exchange Rate | USD\$1 = COL\$1800 | | | | | |

SPECIAL INSTRUCTIONSSPECIAL INSTRUCTIONS

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

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

THE GOVERNMENT OF THE UNITED STATES shall be excluded from paying any type of additional compensation, lawsuits or other expenses due to accidents and calamities of any of the employees of the contractor, subcontractors, suppliers, or relatives attached to them.

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

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

5.0 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 from the date of final payment. This warranty shall be provided to the Contracting Officer (KO) no later than eight (8) days before the final contract acceptance date.

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

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

7.1 Punch List - Including the punch-list inspection corrections

7.2 Closing Reports: Closing report of the work executed (Original and two copies, one English and one in Spanish) with: Copies of the plan on letter-size paper, certifications, complete inventory, project description, lab test results, copy of the construction license, release of claims, maintenance manuals, and photos and video of each stage of the construction process. In the event that the requesting military unit does not authorize photographs, this requirement is waived.

7.3 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).

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

7.5 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.

7.6 Municipality Clearance of Payments – Contractor shall submit a written certification of approval from an authorized Municipality official stating that no materials and/or money are owed.

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

8.0 SPECIFICATIONS CHANGES:

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

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

9.0 STANDARDS:

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

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

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

9.4 Project Manager/Superintendent: The contractor shall appoint a qualified engineer or architect as the Project Manager/Superintendent, who shall be responsible for project execution, and give pertinent technical information. The resume of this individual shall be submitted with the proposal for technical evaluation. The contractor shall not replace, substitute or remove key personnel without prior approval of the KO. The Project Manager or alternate shall be physically present on site between the hours of 0730 and 1630, Monday through Friday, except holidays. After duty hours, the project manager or alternate shall be available within two hours of notification.

9.5 Project Schedule: The Contractor shall submit a detailed project schedule to the COR within ten (10) days of contract receipt. The schedule shall take into account down days for inclement weather. Contractor shall include quality assurance inspections and Activity Hazard Analysis (applicable to all types of work to be performed) in advance of any work such as site preparation, and concrete work. The project schedule shall have expected completion dates, execution time of each phase, mid-point completion of project, and monetary values. If a schedule needs changed, a new schedule shall be submitted to the COR for approval within two (2) working days. Overtime, if incurred shall be the contractor's responsibility and shall not be charged to the contract.

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

10.0 CONTRACTOR RESPONSIBILITY:

10.1 Site Access: The site is at the COLMIL Base at La Macarena Meta. Access shall be pre-coordinated with Mayor Alvarez (Officer) at 310-866-9352, or Ivan Morales (USMILGRP Engineer) at 311-462-5675 by providing names and identification numbers for workers, prior to commencing work. Parking and deliveries shall be pre-coordinated with surrounding office personnel, so that they do not interfere with their duties. The contractor shall send a list of personnel with complete names, identification card numbers, and a list of vehicles and equipment that require access. Photo identification cards shall be provided by the contractor for all personnel.

10.2 Schedule: The work schedule shall be from 7:00 a.m. to 4:00 p.m. If other times are necessary, the contractor shall receive approval of the change two (2) days before new schedule begins. If overtime is necessary, contractor shall receive COR approval 72 hours in advance. The contractor shall notify the COR and installation POC at least five (5) days prior to any holiday they plan to work; to ensure base access.

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

10.4 Damage to Persons or Property: The contractor shall be responsible for all damages to persons or property as a result of fault or negligence, and shall take safety and health precautions to protect the work, employees, local public, and the property of others. The contractor shall protect or repair any damage to the surrounding areas (grass, gravel, sidewalks, etc), incurred during the course of the project. Work site areas, and equipment shall also be protected to minimize damage.

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

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

Full Name

Place and Date of Birth

Current Address

Identification Number

11.0 LAWS AND REGULATIONS:

11.1 General: The contractor shall be responsible for complying with all laws, codes, ordinance, and regulations applicable to work performance; to include the host country, and the lawful orders of any authority having jurisdiction. In the event of a conflict occurs between the contract and such orders, the contractor shall promptly advise the COR and the KO, with a proposed resolution.

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

11.3 Licenses and Permits: Colombian Military Base at La Macarena authorities are responsible to provide the licenses required to comply with all applicable Host Nation laws, rules and regulations. The Contractor shall provide all information required for its execution.

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------------|--|----------|
| 52.203-11 | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | SEP 2007 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.214-34 | Submission Of Offers In The English Language | APR 1991 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.222-50 Alt I | Combating Trafficking in Persons (Aug 2007) Alternate I | AUG 2007 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.225-14 | Inconsistency Between English Version And Translation Of Contract | FEB 2000 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | SEP 2002 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.232-27 | Prompt Payment for Construction Contracts | OCT 2008 |
| 52.233-1 Alt I | Disputes (Jul 2002) - Alternate I | DEC 1991 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 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 |
| 52.249-2 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 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | JAN 2009 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country | JAN 2009 |
| 252.222-7002 | 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 |
| 252.247-7023 Alt III | Transportation of Supplies by Sea (May 2002) Alternate III | MAY 2002 |

CLAUSES INCORPORATED BY FULL TEXT

52.232-16 PROGRESS PAYMENTS (JUL 2009)

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

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

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

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

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

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

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

(d) Title.

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

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

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

- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
- (3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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

(1) The amounts included are limited to--

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

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

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

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

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

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

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

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

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
 - (1) Check all drawings furnished immediately upon receipt;
 - (2) Compare all drawings and verify the figures before laying out the work;

- (3) Promptly notify the Contracting Officer of any discrepancies;
 - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
 - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

| Title | File | Drawing No. |
|-------|------|-------------|
|-------|------|-------------|

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.209-5 | Certification Regarding Responsibility Matters | APR 2010 |
| 52.225-20 | Prohibition on Conducting Restricted Business Operations in Sudan--Certification | AUG 2009 |

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1 Instructions to Offerors--Competitive Acquisition JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.215-2 Audit and Records--Negotiation MAR 2009
52.236-28 Preparation of Proposals--Construction OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

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

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

Site visit will be conducted at the La Macarena 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 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 TBD 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@tesc.southcom.mil

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the official exchange rate in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

(End of provision)

BASIS FOR AWARD

BASIS OF AWARD

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

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

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

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

- 4.1 General Architectural Plan Subfactor: The Government will consider the extent to which the offeror's general architectural plan, drawings, and the equipment distribution list proposed by the offeror satisfies the requirement.
- 4.2 Materials List Subfactor: The Government will consider the extent to which the offeror's list of materials satisfies the requirements.
- 4.3 General Work Schedule Subfactor: The Government will consider the extent to which the general work schedule and bar chart meet the requirement.
- 4.4 Superintendent Engineer/Architect Resume Subfactor: The Government will consider the extent to which the proposed Superintendent Engineer/Architect has experience on projects equal to or greater than the work required for this project in terms of scope and magnitude.
- 4.5 Understanding Subfactor: The Government will consider the extent to which the proposal demonstrates an understanding of the requirements of the project to include; processes, the number of personnel, equipment, and licenses and permits required for successful completion of the project.
- 4.6 Miscellaneous Information Subfactors: This includes financial information and past performance.
- 4.6.1 Financial Information: The offeror shall submit financial information to include a detailed plan of how the project will be financed, financial statements, a company-owned property equipment list, their Chamber of Commerce Certificate, and a company organizational chart. The Government will consider to what financial resources the offeror plans to use to finance the project, what assets they currently have, current financial status, and whether or not the offeror is a legal company incorporated in Colombia.
- 4.6.2 Past Performance: Offeror shall submit three (3) past performance references for the past three years relevant to the efforts required in the solicitation. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor (if applicable), in alphabetical order. The following information shall be included as a minimum:
- (a) Contract Description.
 - Contract No., Type (i.e., FFP, CR, T&M, IDIQ)
 - Date of Contract Award
 - Place of Performance
 - Awarded Price
 - Period of Performance
 - Government Contracting Activity
 - Agency name and address
 - PCO and COR name, e-mail address, telephone and fax numbers
 - (b) Performance Summary

A brief summary describing the objectives achieved on each contract, detailing how the effort is relevant to the requirements of this solicitation. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.
- 4.6.2.1 Past performance will be evaluated on a "Go" or "No Go" basis. In the case of no past performance, the evaluation will be rated as "No Go". The Government's assessment will focus on contracts that meet the following conditions:

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

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

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

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

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

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