SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. W913FT-10-R-0031-U0001	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	3. DATE ISSUED 19-Aug-2010	PAGE OF PAGES 1 OF 46

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WF7LKT01750600	6. PROJECT NO.

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

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

SOLICITATION

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

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

Scope: Construction of a Waste Water Treatment Plant

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

Documents:
Statement of work: Pages 10 through 28

Site visit on 30 Aug 2010. Contact the engineer Fayberth Vela listed in clause 52.236-27

Proposals due by 1000 on 7 Sept 2010, at gate #2 of the U.S. Embassy. Please call 4231 and physically hand to a Contracting Person.

11. The Contractor shall begin performance within 10 calendar days and complete it within 150 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See _____ .)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* [ ] YES [X] 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 10:00 AM *(hour)* local time 07 Sep 2010 *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [ ] is, [X] 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 90 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 consummates 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)* TEL: EMAIL:
30B. SIGNATURE	30C. DATE	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		1	Lot		
	CONSTRUCTION FFP CONTRACTOR SHALL CONSTRUCT A WATER TREATMENT PLANT AND WASTE PURIFICATION SYSTEM IN MALAGANA, IN ACCORDANCE WITH THE STATEMENT OF WORK. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT01750600				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot		
	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: WF7LKT01750600				
				NET AMT	

Section C - Descriptions and Specifications

SOW

STATEMENT OF WORK

WASTE WATER TREATMENT & WATER PURIFICATION SYSTEM

1.0 SCOPE OF WORK The Contractor shall provide drawings, construction and all civil works for the Water Purification System (WPS)and Waste Water Treatment (WWT) for the Malagana Marine Base, Bolivar, Colombia. The Water Purification System includes a building for water purification, Hydration station (drinking-troughs) and water tanks for various buildings. The Waste Water Treatment includes a building for waste water equipment. The exact dimensions will be verified during the site visit, and approved on contractor drawings.

2.0 DRAWINGS AND SPECIFICATIONS.

All drawings shall be performed by registered engineers. All drawings shall be submitted to the COR for approval within 15 days of contract award, and no work shall commence until all drawings are approved.

2.1 Structural Drawings: Contractor shall provide final structural drawings and specifications in compliance with code NSR-98.

The foundations, floors and the structure shall correspond to the structural drawings, and all concrete shall have a resistance of no less than 3000psi. The construction shall be weatherproof, stable and able to resist strong winds and storms as experienced in Colombia.

2.2 Hydraulic and Rainwater Drawings: The contractor shall provide final drawings and specifications for approval.

2.3 Electrical Drawings: The contractor shall provide electrical network drawings for the Water Purification System and Waste Water Treatment installations. Drawings shall estimate normal daily electrical consumption of the building plus an additional 30%. Contractor shall consider an integral ground system for grounding the electric system (for clarification, connections in grounded shall be done with alumino-thermic welding and pure copper rods). Once construction is complete, the contractor shall verify the value of land resistance; and adjust until it reaches the required value (<5 ohms). Listed Below are the minimum standards:

Official value of resistance according to norm IEEE 142-4.1.2
Electrodes material according to NEC 250-52-c (2)
Electrode size type of rod NEC 250-52-c (3)
Separation between electrodes NEC 250-56
Connections quality NEC 250-70
Caliber of mesh conductors NEC 250-50 (d)
Caliber of grounded conductor NEC 250-66
Cables quality NEC 250-50
Interconnection of PT NEC 250-68
Accessibility to electrode NEC 250-68
Iron fittings equal potency EI/TIA 607-5.4
Circulating current IEEE 1100 table 4.3
Protection against stroke of lightings according to model under NTC 4552 y/o IEC 61024-1-2

Electrical drawings and specifications standards that apply are NEC /ANSI /EIA /TIA /TEEE /NFPA as applicable.. During the site visit, the existing power line shall be reviewed to define connection to the new facility. New transformer connection to the building shall be underground.

2.4 Soil study: The contractor shall conduct a soil study that guarantees stability of the structure and verify structural calculations. A report shall be submitted to the COR for approval prior to start of construction.

2.5 Water Purification System Drawings: The contractor shall provide water purification system drawings and specifications to the COR for approval before construction work begins.

2.6 Waste Water Treatment and Water Treatment Drawings: The contractor shall provide waste treatment drawings and specifications for COR approval before construction work begins.

2.7 Execution of Work: All work shall be done according to Government specifications, all commercial codes, and rules of Colombia (Colombian Code of Earthquake Resistant Construction NSR-98 norm), or the U.S. if specified. If conflicts arise, the strictest rule shall be applied. The COR shall be the technical authority for the proposal and drawings. All materials incorporated into the project shall be new and industrial grade quality.

3.0 PRELIMINARIES

3.1 Location and Lay out: A field book shall be kept on the T-shape rod for sighting in points on a grade (niveletas) levels, while referencing ground settlement.

3.2 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

3.3 Strip Topsoil: Contractor shall strip topsoil in the area, including removal of all organic layer of material. Material that can be reused, shall be saved. All non usable excess material shall be disposed of in accordance with regulations and instructions from the Commander of Malagana Marine Base.

3.4 Site Preparation: The Contractor shall provide, all labor, transportation, tools, and equipment to clear land in the area destined for construction. Likewise, the Contractor shall correct the existing levels and ground slopes, removing top soil or adding backfill to the ground as needed, with selected compacted material. The final ground level shall improve drainage around the building.

3.4.1 Mayor's office is working on the preliminary groundwork, including leveling the terrain, excavation and fills, and removal of debris. Contractor shall review and determine the final ground levels for the building, the fence and the sport complex, according to the drawings, existing terrain conditions or other information from the COR.

3.4.2 Surveying and Leveling. The Contractor is responsible to survey 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.

3.4.3 Excavation: The top soil shall be removed from the terrain to be excavated, including the slope area, to a minimum of 20 cm (8 in), to eliminate the vegetable layer in the existing soil, compacting the exposed surface to no less than 95% Proctor Standard, before starting any backfill. Contractor shall provide Proctor Standard results to COR for approval before excavation work may begin. Any trees shall be cut to remove all roots to 0.50 m (20 in) under the existing level. Existing trees found within the lot shall be fully protected, except those that create obstacle. Excavation includes general cleaning of area, loading, and dumping all garbage materials to a place designated by the Commander of Malagana Base.

3.4.4 Compacted Filling Road Gravel Type B-200 or Similar: The contractor shall compact the sub grade to Modified Proctor 90% using a mechanical compacter "benitin" or any other mechanical compacter. Filling material used shall be of type B-200, placed and compacted in horizontal layers not exceeding 10 cm (three densities shall be, as minimum, taken on each layer). Area thickness shall be given by the soils study report of the whole working area. Placing and compaction shall be in accordance with specifications, taking into account the optimum humidity content of the material according to lab results.

3.4.5 All backfill and compaction shall be started at the level of cleaning and/or grubbing, and continue with the backfill from that level. It shall include conforming to existing slopes and ground excavations, removal of the superior vegetable layer, rain ditches, trenches, and other necessary things for the completion and preparation of the platform and/or embankments. The purchase of backfill materials and their treatment is at the expense of the Contractor.

3.4.6 The areas shall be free of all impurities before being filled. The indentations or holes below ground level shall be filled with select and compacted materials (with a similar density to that of the adjacent ground). Before the backfill can begin, the ground shall be scarified and scored to allow a good mixture of the old and new material. Successive layers shall be totally compacted, distributing the backfill material throughout the whole surface. Each layer shall have the correct humidity level for good compaction.

4.0 Concrete Standards: All recommendations of the American Concrete Institute (ACI) and NSR-98 shall be followed to transport and place the concrete.

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.

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

Aggregates: Aggregates in the concrete mixture 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 ¾ 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.

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.

Concrete Mix: The mix shall be mixed thoroughly. Concrete that has set for more than 40 minutes shall not be used without special additives. The COR can authorize a hand mix, where necessary.

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.

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.

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).

Construction Joints: Poured vertical joints shall be damp and covered with a clean cement grout, before the new concrete is poured. If a pour exceeds 10 continuous days; a joint epoxy shall be used.

Stripping Forms: A load shall not be placed over any construction structure, until full resistance is achieved. Minimum time to remove formwork is 48 hours for column sides, walls, and beams; and 21 days for slabs and aerial beams (struts). One coat of release agent material shall be used to avoid flaking.

Concrete Curing: All exposed surfaces shall be protected from the weather. Exposed concrete surface area shall remain damp for the first 7 days. All wall plaster and finishes shall be set in the same manner.

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.

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).

5.0 STRUCTURE (Building for Water Treatment and Water Purification System)

5.1 Footing: Pour concrete to create a clean area (thickness = 0.05m), total reinforcement of footing and concrete according to drawings specifications. Footings shall be poured in the same manner as concrete. Concrete mix shall be 3000 psi at 28 days strength.

5.2 Cement: Cement shall be Portland, ASTM-C-150, TYPE I specification.

5.3 Sand: Sand shall be natural, clean and free of harmful amounts of saline, alkaline, and organic substance, preferring blue mine sand. Sand shall be able to go through a No. 4 screen and only 10% shall be able to go through a No. 100 screen.

5.4 Conventional Masonry: All walls shall be built in conventional masonry in plastered brick on both sides. Walls shall be vertical and plumbed, seating brick in mortar 1:4 forming joints not lesser than 1.5 cm. All shall have correct bond and leveling. All ICONTEC standards govern. Five percent of a shipment with chips not larger than 25.4 mm (1 in) in any dimension, or cracks not wider than 0.5 mm (0.02 in) and not longer than 25% of the nominal height of the unit, are permitted.

5.5 Mortar: The sand and cement shall be mixed in a proportion of 1-cement to 4-sand.

5.6 Plaster: Shall be applied to all interior and exterior areas, at 1:3 with minimum thickness of 1.5 cm.

5.7 Exterior and Interior Painting: Includes three layers of paint, Viniltex of Pintuco (or equal). Contractor shall provide samples of wall colors, and veneers for COR approval prior to start of painting. Inside healings and injections area walls paint shall be epoxy.

5.8 Fence (over wall): The Contractor shall install a perimeter fence as shown in the schemes, with linked mesh, fixed in frames in angle ¾" x ¾", supported in sewage pipe (A.N. 2"). It shall be installed over a low wall of the existing plant. Two pedestrian gates shall be located in the entrance. Main gates will be at least 1.50m wide (With two doors) floor to ceiling and a functional gate to provide access to water tanks, gate measures will be at least 3.00m wide (With two doors) floor to ceiling.

5.9 Confinement Structure: Refers to fabrications, transporting, placing of concrete and its respective reinforcement columns, roof beams, and other elements required by the structural drawings.

5.10 Sub floor Slab: The concrete sub floor thickness shall be according to the structural analysis. Materials used for expansions shall absorb the setting retraction movements.

5.11 Wet Zone Floors: Sub floor slab thickness shall correspond to structural analysis given by soils study, and waterproofed per the manufacturer's instructions. Level changes shall be avoided when entering from other floors to veneered zones. Demolition shall be at the Contractor's expense.

5.12 Roof: Shall be of Thermos acoustics type tile. The cover shall be of beam metallic materials, and include anchors. All metallic material shall be painted with pintuco industrial anticorrosive or similar with 3 mils of thickness and 3 mils of thickness enamels for exteriors. The Contractor shall install a rainwater channel through downspouts and fix the rainwater system to the floor. Cover shall be painted on the upper part with acrylic paint that is resistant to carbonation, water, and anti fungal. Paint shall be Sika C or similar. Sheets shall be attached with self-drilling galvanized screws, in the upper part of the sheet wave. Perforations shall be weatherproofed. The drainpipe joint with the canal shall be first pressed down to the bottom of the canal using a press, and its sides extend at least one inch down and can go below the drainpipe. The efficiency of the metalwork shall be tested and any leaks corrected. Contractor shall use structural fasteners and roof accessories; they shall be moisture and corrosion resistant as well as able to support hurricane loads experienced in the local area. Exposed roof support structure (i.e. rafters, joists, and beams) shall be painted with anticorrosive paint. Contractor shall seal roof overhang with fascia or screens. Contractor shall provide insulation with R-value of 14 or better. Contractor shall install insulation below roof panels. A minimum of 6 inch overlap shall be provided between insulation fabrics.

5.13 Sidewalks: A perimeter sidewalk around water purification system building and waste water treatment system building including the entrance/access ramp to the water purification building and waste water treatment system building shall be constructed. They shall be at least 0.50 m wide or as specific by drawings. This includes confinement curbs and concrete perimeter gutters. These shall a specified high strength broomed concrete 3000 psi, and a minimum thickness shall be 10 cm.

6. STRUCTURE (Hydration Station (Drinking-Troughs)

6.1 Footing: Pour concrete to create a clean area (thickness = 0.05m), total reinforcement of footing and concrete according to drawings and specifications. Footings shall have the same guidelines as concrete.

6.2 Confinement Structure: Refers to fabrications, transporting, placing of concrete and its respective reinforcement columns, roof beams, and other elements required by the structural drawings.

6.3 Sub Floor Slab: The concrete sub floor slab thickness shall be in accordance with the structural analysis. This includes expansions shown in the structural drawings. Expansion materials shall absorb the setting retraction movements.

6.4 Concrete Polished Granite Inn: Contractor shall provide and install the concrete polished granite in the indicated areas as shown in attached schemes. Make allowances for plumbing.

7.0 INSTALLATIONS.

7.1 Hydraulic House Connection: T his item is the hydraulic house connection from the lake in the Malagana Marine Base, which is the main feed to the water purification facilities. Plumbing manual ICONTEC 1500 shall be followed. Water network shall be tested with three hydraulic tests at constant pressure of 150 psi for at least 12 hours, and approved by the COR. First test shall be prior to filling trenches or covering pipe, the second shall be after filling, and the third 15 days before project completion. Pipes shall be PVC RDE 21 or better and a register (water valve) installed for all hydraulic systems.

7.2 Hydraulic Network Water Purification System (WPS): Includes the internal hydraulic networks requested in the Water Purification System and pipelines to supply purified water for the Hydration station (drinking-troughs) and pipe line for supply water for the kitchen area. Approved drawings shall become part of the contract specifications.

7.3 Hydraulic Network Waste Water Treatment (WWT): Includes all the internal hydraulic networks requested in the Waste Water Treatment and pipelines to supply treatment water for the water treatment system. Approved drawings shall become part of the contract specifications.

7.4 Hydraulic Network (Hydration station (Drinking-Troughs)): Includes all the internal hydraulic networks for a total of five stations (5) as shown in attached schemes. This item shall include six (6) valves in stainless steel for Barrack No. 1, four (4) valves in stainless steel for Barrack No. 2, four (4) valves in stainless steel for Barrack No. 3, ten (10) valves in stainless steel for Kiosk, one (1) valves in stainless steel for Post Guard, five (5) valves in stainless steel for Health Center, six (6) valves in stainless steel for Barrack No. 1, Four (4) valves in stainless steel for Main Kitchen, Two (2) valves in stainless steel for kitchen in the Building named Camara.

7.5 Water Tanks (Kitchen Area): The Contractor shall construct a concrete structure (see all concrete standard information) for an elevated tank. The "Colempaques" style shall have a minimum volume of 5.000 L with its respective float and pump that elevates the water to the tanks according to drawing provided by the contractor. This item shall also be connected to Four (4) valves in stainless steel for Main Kitchen, so that the water tank supplies water (by gravity). The location shall be determined by the Commander of the Malagana Marine Base.

7.6 Storm Drainage Network: This shall be an easy to maintain system. Discharge shall be verified to determine the exact location. Dissipation concrete structure shall be on the contiguous slope and on the site indicated in the drawings. This location shall be determined by the base commander.

7.7 Sanitarian/Sewage Network: This item includes construction of all the sanitary networks required for the project and ventilation required according to sanitarian drawings. Pipe and accessories of PVC 3" and 4" shall be used for drainage construction. Water closet drainages shall be at least PVC 4" and lavatories and traps shall be PVC 3". Manufacturer's recommendation regarding welding shall be followed. For pipe to be left embedded in concrete slabs, the following cautions shall be taken:

- Slopes of different branches after they are in their definitive position, shall be checked.
- The slopes of the different branches shall be in definitive positions, and not have a slope less than 2% unless noted otherwise.
- Hydraulic plugging integrity tests shall be executed.
- The inspection plugs/access plate shall be placed in accessible sites, raised with elbows to not exceed the level of the floor. The plugs shall be easily identifiable with secure copper covers.
- The sewage ventilation pipe shall be 2" PVC. The contractor shall provide the ventilation system and ensure that all internal piping is hidden.

8.0 Plumbing and Sewer: All plumbing systems shall be installed and approved according to the National Plumbing Code (NPC), the requirements of the American Water Works Association (AWWA) of the USA, and manual ICONTEC 1500. The wastewater and potable water systems shall be constructed with PVC Schedule 40 pipe, specifications ASTM D-3034 and ASTM 2241. Accessories shall be installed according to specification ASTM 2655-73. All valves shall be free of defects and labeled with the manufacturer's name. Valves may be manufactured from the following manufacturers: Crane Company, Jenkins Brothers, Walwort & Co., Powell, Stockham, Lunkenheimer, Reading, Prett, and Candy.

8.1 Plans: The alignment and separation between pipes are schematic, as well as the mortise for potable water or drainage of the equipment or commodes. The Contractor shall supply all drawings, diagrams, literature, for all the systems articles, equipments, accessories, and materials to the COR for approval before pipe installation begins.

Any changes in pipe location or alignment shall be submitted to the COR for approval before variations are made. A full and exact variance register shall be kept.

8.2 Installation, Cutting, and Fitting of Plumbing: Excavations of ditches shall be according to the plans, or changes approved by the COR. If Contractor fails to notify the COR when obstructions are found, all necessary changes shall be at the expense of the Contractor. When unstable materials, waste, or organic materials are found, and the COR considers that these be removed, excavation and removal shall be to the depth ordered by the COR. Once accomplished, the ditch shall be filled with granular material, and tamped in layers that do not exceed 0.15 m. Up to a level equal to ¼ of the area of the pipe, spaces shall be created to seat the joints. Ditches shall be filled within 24 hours after the pipe approval. Only materials selected and approved by the COR shall be used to fill the sides and up to thirty centimeters over the top of the pipes.

8.3 Installation of Main Lines and Accessories for Wastewater: The grade line of pipes and accessories shall be carefully determined and a type of "half-cane" created, so that one fourth of the circumference of each pipe and length is in contact with firm ground. A special excavation to lodge the unions shall also be provided. Pipes shall be installed and joined so that the pipes have a uniform gradient. Water shall not be permitted in the ditch during installation. The ends of the installed pipes shall be protected with plugs of approved materials to avoid dirt in the pipes.

8.4 Cuts and Corrections in the Pipes: Pipes shall be cut at tight angles in relation to its axis. Overlaps shall be totally removed. A sharp edge or section that is the result of the cut shall be made ready before being coupled to the other pipe, by beveling. Scratches can compromise the water tightness of the joint.

8.5 PVC Pipe Joined to Concrete or Masonry (Valve Boxes). When pipe ends enter into any inspection or cleaning device, it shall be the spigot, never the bell. Never shall parts of the pipe be outside the internal walls of the device. The glossy finish is removed using an approved chemical cleaner, applied with a dry cloth, abrasive paper or steel wool. Once applied, any remaining particles shall be cleaned with an animal hair brush and cement applied, then immediately cover with sand (that can go through a # 8 screen). Water shall not run through the pipes for 24 hours. The use of Permatex is not allowed.

8.6 Exfiltration Tests: Tests shall be done on the drainage and ventilation systems. When system is tested , all openings shall be hermetically closed except the highest one, and the system filled with water to flowing. If the system undergoes a test by sections, any openings except the highest one in the section shall be closed hermetically, and each section shall be filled with water and undergo a test of hydrostatic load of 2.05 m (10 feet). Water shall be kept in the system at least 15 minutes before starting the inspections. Tests between valve boxes and manholes, shall be filled with water to a level that produces a hydrostatic load of 0.60 m in the intermediate point of the tested segment.

9.0 Excavation and Fill: Excavations shall have ample dimensions for easier construction. Fill shall be compacted in 15 cm layers and carefully placed so that the masonry or concrete is not damaged.

10.0 Installation of Equipment and Pipes for Potable Water: All equipment for placing the potable water system shall be pre-approved by the COR. The Contractor shall provide all equipment to finish the bed according to specifications.

10.1 Excavation, Fill, and Compaction: The Contractor shall perform all excavations necessary for construction. It is recommended that pipes be placed on stable ground, and manufacturer's recommendations followed.

10.2 Pipes and Accessories Installation: The gradient for pipes and accessories shall be carefully finished, and a special excavation done to lodge the unions. The ends of the pipes installed shall be protected with approved plugs avoid foreign object entry into the pipes.

10.3 System Tests: Upon completion, the Contractor shall perform pressure and function tests on the pipes and equipments for COR approval. Any accessories in the installations that do not withstand pressure tests, shall be removed or isolated from the installation. Upon installation of the complete potable water systems, the 130 psi hydrostatic pressure test shall be done for at least 60 minutes to allow the inspection in hidden places. If defects appear, all shall be corrected, and the tests repeated.

10.4 Cleaning or Adjustment: All equipment, and materials shall be clean of grease, metal residue, and sediment. All discoloring or any other damage to the finish, equipment, or accessory shall be repaired by the Contractor without additional cost to the U.S. Government.

10.5 Sterilization: After the pressure tests, but before final delivery, the whole potable water distribution system shall be rinsed with water to remove all dirt and sediment. The chlorine material shall be at a dosage greater than 50 ppm and introduced as approved. It shall remain in the system for 24 hours, and shall have a residual concentration of not less than 10 ppm. The pipes shall be rinsed with clean water.

11.0 Electrical System: The internal electrical construction shall be in accordance with the electric regulations in effect in Colombia, NEC/ANSI/EIA/TIA/TEEE/NFPA. No exposed wire shall be allowed. Contractor is responsible for coordinating electricity connection by completion. Circuit ducts shall be PVC conduit, except those of the feeders to the panels, which shall be metallic EMT type. The protection conductor shall be grade No. 14 AWG in copper and green, except the 220 V and 30 amps circuits that shall be the same No. 12 AWG. Assembly height of the internal equipments shall be determined by the COR. No conductor shall be inferior to No. 12 AWG. Panels shall be grounded with the indicated control and with a 15.9 mm (5/8 in) x 2.4 m (8ft) Copper weld rebar, buried 0.50 m under the N.P.T. for grounding. All layout conduits for exposed installations shall be metallic type E.M.T.

Electric Works: The Contractor shall supply the material and labor for the project according to the plans and these specifications, and shall include the following:

a) Feeders and derivate circuits
b) Panels and sub-panels
c) Light switch and wall sockets
d) Inside and outside lights
e) Temporary installation during the construction
f) Complete structure for medium frequency installations
g) Transformers

Laws and Codes: All material, equipment, and work shall be done according to the plans, specifications and standards established by the Colombian regulation and electric installations, the National Electrical Code, with no additional cost to the US government, even when not included in the specifications.

Materials and Work Performance: All material and equipment shall be new and from accredited companies, approved by the Underwriter Laboratories, Inc. of the United States, from the VDE of Germany, or by similar entities in other countries. Material and equipment not approved by the described Associations shall be accepted in special cases, upon prior written approval of the COR.

Cuts and Repairs: Cuts, ditches, excavations, fills, repairs etc. shall be by masonry, according to the instructions in the Electricity Section. All pipes, boxes, accessories, etc. shall be adjusted and installed before the concrete is poured.

Regarding the Plans: The Contractor shall take special care planning, and installing electrical outlets. The electric plans are symbolic, do not show accessories, and shall not be considered scale. The COR shall determine exact locations for the conduit, panels, outlets, and register boxes. The Contractor shall place outlets within three meters from the site indicated in the plans, and boxes level with the finished surface. The local wall sockets shall be placed

on the side the doors close, or as indicated by the COR. The Contractor shall submit any necessary changes to the electric plans and shall obtain COR approval prior to implementation.

12.0 Electrical House Connection: Contractor shall provide a house connection for the electrical distribution system to the water purification system building, waste water treatment building and system. It shall be underground PVC pipe and include distribution switchboard and other elements included within approved drawings. The main electrical feed and the entire electrical distribution system shall strictly comply with Colombian Electrical Code (NTC-2050).

12.1 Internal Electrical Installations: Contractor shall install all electrical networks required for the operation of the water purification system building and waste water treatment system building in accordance with Colombian Electrical Code (NTC-2050), while taking into account house consumption plus 30%. Cable shall be Thermoplastic High Water-resistant Nylon-coated (THWN). The Contractor shall provide calculus records showing actual load and estimated reserve charge with cable caliber for COR´s approval. All outlets shall be grounded.

12.2 Grounded System: It shall be in accordance with approved drawings. The contractor shall conduct a survey to ensure the ground system responds to project needs, and perform tests to guarantee grounding system comply with requirements.

12.3 Electrical Apparatuses: All areas shall include fluorescent lamp lighting 2 x 48 with tube T8 , and provide a minimum of 400 luxes in all areas. Lighting levels shall be verified at least 1 hour after dark. Switches shall be located at the right hand of each door and shall be Levington type or equal.

12.3.1 All the electric conductors to be installed in the layout conduit shall meet the following material and installation methods requirements.

a) Galvanized, thin wall rigid conduit, or thick wall rigid conduit, shall be according to the UL standards, having the make and identification of the manufacturer as well as the UL seal. All unions and connection accessories shall be compression type and waterproof. Cuts shall be square and that the lengths cut so that the connectors provide good ground continuity. Connectors with a 1” or greater diameter shall be the insulated type. When good ground continuity cannot be guaranteed, nuts with a ground terminal or contact that shall be connected to the box by a copper bridge bare conductor and with a gage according to the code

b) PVC thick wall, and thin wall, non-metallic rigid conduits, shall be 26 cell, NEMA TC-2 standard or its equivalent. It shall be for 90º C and resistant to the rays of the sun, all its unions and connection accessories shall be PVC plastic, gluing them by using a cement solvent that shall seal it tight. In cutting the conduit, special care shall be taken so that the cuts are square and the connectors can be attached firmly to boxes or cabinets. For the continuity of the grounding, a copper protection conductor shall also be attached to a bare or with green cover layout conduit connector at the required gage according to the code. All accessories for unions and connections, shall comply with the requirement of the thick wall PVC SDR-26.

c) Metallic, galvanized flexible conduit, that is not tightly sealed, shall be tightened with a tape loop, according to UL standards. Unions shall insure good grounding continuity. Connectors 1” or greater diameters shall be insulated. It shall necessary to add connectors with a bare or green cover protection copper conductor of required gage for a non-metallic rigid conduit.

d) Galvanized watertight flexible conduit, and accessories shall be watertight. Those 1” or greater diameter shall be insulated. A protection conductor shall be necessary for metallic flexible conduit that is not water tight.

e) Pipes shall have the necessary diameter and be in agreement with U.S. and Colombian codes, unless otherwise specified. No conduit shall have a diameter less than ½’’.

f) All conduit installations shall not cross floor openings, opening in plumbing tubes and other sections ducts, and not weaken or interfere with the structure of the building.

g) All placing of conduit, outlet boxes and panels shall be approved by the COR. The use of wood spigots is not authorized. In horizontal runs, rigid layout conduit shall be placed at distances not greater than 7 feet. A support shall be placed not greater than 3 feet from the outlet box or cabinet, with a curve greater than 45º; or a layout conduit joint. For conduit support, pre-fabricated accessories shall be used, such as pipe clamps, supporting trapezes, etc. Non-metallic, thin wall rigid layout conduit with ½'' and ¾''diameters shall be placed at intervals no greater than 4 feet.

h) The metallic flexible conduit shall be attached with specially manufactured accessories every 4-1/2 feet, but not greater than 12 inches from outlets cabinets, unless authorized.

i) Areas with a false ceiling, the installation of the layout conduit above the ceiling shall depend on the ceiling current installation, the layout conduit shall be rigidly attached independent of the structure, wires shall not be allowed for support. The layout conduit shall not be supported by any equipment, duct, or pipe from other areas.

j) The layout conduit in visible areas shall be embedded, unless otherwise indicated in the specifications. When superficial layout is necessary, it shall be parallel or square to the structural forms of the building. Superficial layout conduit shall be supported rigidly by every 6 feet, and supported independently from the register boxes.

k) Register boxes shall be rigidly attached to the structure of the building.

l) Diagonal run of exposed conduit more than three 90 degrees or their equivalent curves shall be permitted in conduit pipe laid between two outlets or two panels, or a panel and an outlet. Not more than 10 feet shall be allowed between outlets.

m) All conduit pipes damaged during the installation need to be removed and replaced. When necessary to install register boxes, they shall be accessible, but not visible without marring the finish of the building. If only visible areas are available, contractor shall seek COR approval. Switch boxes are not permitted for use as register boxes.

n) Conduit curves shall be done so that the conduit does not damage the ends, and the internal diameter is not smaller. The interior radius of the curve shall not be less than six times the nominal diameter of the conduit. For conduits greater than 2", the Contractor shall use pre-manufactured elbows, and shall make the bends with a one-shot bending machine. The bends for non-metallic PVC rigid conduit shall be made only using indirect heat, never allowing a direct flame. The conduit ends shall be scarified to avoid cutting edges.

o) Expansion joints shall be installed when required. They shall be 0.2 DX type from the Gedney Co. for the entire layout conduit embedded in solid material. For exposed layout conduit, and if location allows it, sealed-tight metal flexible lengths, approximately 0.5 m of the diameter required by the layout conduit it interconnects shall be used.

p) For non metallic PVC layout conduit in continuous, straight runs with more than 15m exposed to considerable and frequent temperature changes, shall have expansion joints

q) For lights installed on a false ceiling in the last track of feeding, a metal flexible conduit, or a metal flexible multiple conductor cable using a register box at the light, as well as in the main rigid layout conduit shall be used.

r) Lights installed on the surface or hanging from the structure, shall be installed according to the plans, with manufacturer recommended accessories, or another COR approved system.

s) The layout conduit in movable particles or fixtures shall be with flexible multiple conductor cable or with a metal flexible conduit, in humid areas. In fixtures with plumbing outlet accessories, a watertight flexible cable shall be used.

t) Connections to all motors and other permanent electric equipment shall be done using the last track of a watertight metallic conduit.

u) All layout conduit installed underground shall be covered throughout its perimeter with 1” of mortar consisting of three parts sand and one part cement. All metal layout conduits placed on the ground or in humid places shall receive two coats of anticorrosive paint.

v) In the installation, all the ends of the layout conduit, including those in cabinets and boxes shall be properly closed using plugs and not paper or rags.

14.0 WATER PURIFICATION SYSTEM:

14.1 Water Treatment System: The Contractor shall provide and install a water treatment system that has the treatment capacity of 40 - 45 GPM. Water tanks of glass fiber or similar, with a minimum volume of 20.000 L, with its respective float according to the COR approved drawing provided by the contractor. Once water has passed through the treatment process, contractor shall include a water pump for the distribution of water drinkable to 2 points, first for the existing concrete tank of the Marine Base (30 GPM) and second for the Water Purification System (10-15 GPM). The water pump shall be included in the certified drawings. Contractor shall also include a switchboard, protection and automation of the system to deliver water purification system ready for operation. Water purification system shall be a simple, easy to maintain system. The Contractor shall include training for assigned persons for handling the water treatment system. Additionally, the contractor shall include follow-up site visits for the first four months after water treatment system for quality purposes, to include monthly water analysis to verify that water fulfills water standards.

14.2. Water Purification System: Contractor shall provide and install a water purification system that has the capacity provide treated drinkable water for the kitchen area to feed 1500 persons every day. Potable water for six (6) Points of Hydration (drinking-troughs) for at least 1500 persons at 5 liters per day per people shall be installed. Contractor shall include a water tank of Glass fiber or similar, with a minimum volume of 20.000 L total with its respective float according to approved drawings. Once water has been treated, contractor shall including a water pump for the distribution of drinkable water to 8 points (2 kitchens area and 6 Points of hydration (drinking-troughs)). Contractor shall also include a switch Board, protection and automation of the system in order to deliver water purification system ready for operation. Water purification system shall be a simple, easy to maintain system. Additionally, the contractor shall include follow-up site visits for the first four months after water treatment system for quality purposes to include monthly water analysis to verify that water fulfills water standards.

14.3. Supply of Chemicals for the Water Purification System: The Contractor shall provide the chemicals and all components (filters, sand, coal, etc.) required for the water purification system for the first six months of operation and shall be delivered to the Marine Base of Malagana.

15.0 WASTE WATER TREATMENT SYSTEM

15.1 Waste Water Treatment System: The Contractor shall provide and install a waste water treatment system capable of treating waste water for 1500 persons on the Malagana Marine Base.

Preliminary Treatment
Preliminary treatment to screen out, grind up, or separate debris shall be the first step in wastewater treatment. All foreign materials shall be removed to protect the pumping and other equipment. The contractor shall construct an inspection box approximately 1.80m long, 1.20 m wide, 1.20m deep, and shall be included in the certified drawings.

Primary Treatment
Primary treatment is the second step, and separates suspended solids and greases from wastewater. These processes allow particles to settle to the bottom and the greases to float to the top. The solids drawn off the bottom and skimmed off the top receive further treatment as sludge. The clarified wastewater flows on to the next stage. The

contractor shall construct an inspection box approximately 1.80m long, 1.20 m wide, 1.20m deep, and shall be included in the certified drawings.

Secondary Treatment
Secondary treatment is a biological treatment process to remove dissolved organic matter from wastewater. Sewage micro-organisms are cultivated and added to the wastewater to absorb organic matter. The contractor shall use the existing septic tank; however the contractor shall repair and upgrade the tank to complete the process.

Final Treatment
Final treatment removes disease-causing organisms from wastewater. Treated wastewater can be disinfected by chlorine or ultraviolet light. The contractor shall construct a concrete tank approximately 5.00m diameter, 1.20m high. this shall be included in certified drawings.

Sludge Treatment
Sludge may be generating through the sewage treatment process, and shall be treated to stabilize, reduce odors. Remove some of the water and reduce volume, decompose some of the organic matter and reduce volume, kill disease causing organisms and disinfect the sludge. For this purpose, the contractor shall construct a sludge dryer which shall be a brick tank with a roof with approximately 5.00m long, 3.00 m wide, 0.60m deep. This shall be included in the certified drawings. Water passed through the final treatment process shall take into account all treatment water for the existing storage tank. If necessary, the contractor shall perform repair and upgrade, with accessories for correct operation according to approved plans. Once water has passed through the treatment process and storage tank, the contractor shall take into account including a water pump for the distribution of treatment water to 2 points, first Water Treatment System (10-12 GPM) (item 7.2) and Second for the lower area of the base (as shown in the approved drawings). This water pump shall be included in certified drawings. Contractor shall also include a switch Board, and protection and automation of the system to deliver water treatment system ready for operation. Waste Water Treatment system shall be a simple easy to maintain system. The Contractor shall also include training for the assigned personnel. Additionally the contractor shall include follow-up site visits for the first four months after waste water treatment system delivery.

15.2 Vehicle Wash Rack: The Contractor shall provide and install a water treatment system that has the capacity for treatment or provide water for the Vehicle Wash Rack, for 35vehicles a day. A water pump shall be included in the approved drawings. Contractor shall also include a switch board, protection and automation of the system to deliver water treatment system ready for operation. Water treatment system shall be a simple easy to maintain system. The Contractor shall also include training approved personnel. Additionally, the contractor shall include follow-up site visits for the first four months after water treatment system delivery.

15.3 Supply of Chemicals for the Waste Water Treatment and Water Treatment System: The Contractor shall provide the chemicals and all components (filters, sand, coal, etc.) required for Preventive Maintenance for waste water treatment system and water treatment system for the first six months of operation and shall be delivered to the Marine Base of Malagana.

16.0 Standards

16.1 Legal Standards: All work shall be accomplished according to specified standards. If conflicts occur, the strictest rule applies. The contractor shall inform the Government immediately if conflicts are identified.

16.2 Earthquake Standard: Construction shall be accomplished in accordance with the Colombian Code of Earthquake Resistant Construction NSR-2010.

16.3 The Contractor shall provide structural calculations, drawings and diagrams, based on Colombian building codes, and signed and certified by a registered structural engineer, who shall certify 2 years designing similar structures of this project. Drawings that do not conform to Colombian Building Codes and laws shall be rejected and may result in the termination of the contract.

17.0 Quality Assurance: The U.S. Government shall monitor and inspect the contractor's performance under this contract using the quality assurance procedures in the Federal Acquisition Regulation (FAR) Clause 52.246-12, Inspection of Construction.

17.1 Project Manager/Superintendent: The contractor shall appoint a Project Manager/ Superintendent) who shall be responsible for project execution and give technical information, and shall be a qualified engineer or architect. The resume of this individual and an alternate(s) shall be submitted with the proposal for technical evaluation. The Contractor shall not replace, substitute or remove key personnel without prior approval by the Contracting Officer. The Project Manager or alternate shall be physically present between the hours of 0730 and 1630, Monday through Friday, except holidays. After duty hours, the Project Manger or designated alternate shall be available within two (2) hours of notification.

17.2 Project Schedule: The Contractor shall submit to the COR and project engineer a detailed project schedule ten days after contract receipt. The project 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) to be held 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 to be changed, a new schedule shall be submitted to the COR for approval.

18.0 Meetings: The Project Manager may be required to meet as scheduled by the COR with the COR and/or the Contracting Officer during the duration of the contract.

18.1 Contractor Records/Reports: The contractor shall certify all completed work on a weekly basis. A weekly progress report shall be provided to the COR in Microsoft Project every week on Friday for the next scheduled work week. This shall be provided as an annex to the activities report.

19.0 Contractor Responsibility

19.1 Site Access: The work site is at the Malagana Marine Base - Bolivar., Colombia. Access shall be pre-coordinated with the Colombian Navy by providing names and identification numbers for workers. Parking and deliveries shall be pre-coordinated, so that construction does not interfere with daily duties. Contractor shall coordinate access to the base and storage areas with Maj Hernandez Adolfo E. (Officer) at 310-706-1349 or Sonny Diaz Torres (USMILGRP Architect) at 313-333-2877. The Contractor shall send a list of the personnel with complete names, identification card numbers, and a list of the vehicles and equipment that require access, as soon as possible. The Contractor shall also prepare photo identification cards for all on-site personnel, which workers shall wear at all times.

19.2 Schedule: The work schedule shall be from 7:00 a.m. to 4:00 p.m. Before starting the work, the contractor shall receive approval of the schedule from the COR. If overtime is necessary, contractor shall receive approval from the COR 72 hours in advance. The Contractor shall notify the COR and installation POC at least five days prior to the holiday, if the contractor plans to work; to ensure installation access.

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

19.4 Damage to Persons or Property: The contractor shall be responsible for all damages to persons or property that occur as a result of fault or negligence, and shall take property 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.

19.5 Safety: The contractor is responsible for the safety of workers and visitors to the work site. The contractor shall provide employees with all necessary safety equipment. All items must be suitable for the task at hand, and comply with Colombian Safety Council (CCS) established standards. The contractor shall immediately correct all safety deficiencies upon notification. If not in compliance with CCS, the government may stop or suspend work at contractor expense until compliance is established.

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

19.7 Subcontractors and Personnel: The Contractor shall give written assurance to the KO that all subcontractors have obtained all requisite licenses and permits. The Contractor shall provide list of contractor and subcontractor workers assigned to the project for the necessary security checks. The list shall be submitted to the COR five days after contract award. The list shall include the following information:

Full Name
Place and Date of Birth
Current Address
Identification Number

20.0 U.S. and Host Nations Laws and Regulations: The contractor shall be responsible for complying with all laws, codes, ordinance and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. In the event of a conflict between the contract and such laws, regulations and orders, the contractor shall promptly advise the COR and the KO, and the contractor's proposed resolution.

20.1 Labor, Health and Safety Laws: The contractor shall comply with all local labor laws of Colombia, regulations, customs and practices pertaining to labor, safety and similar matters to the extent that such compliance is not inconsistent with the requirements of this contract. The Government of the United States shall not pay any type of additional compensation, lawsuits or other expenses due to accidents and calamities of any of the employees of the contractor, subcontractors, or suppliers.

20.2 Licenses and Permits: Colombian Marine Base (Malagana-Bolivar) 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.

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

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

20.5 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 via a modification to the contract. If the contractor executes any work without a modification to the contract, they will assume all extra costs for executing unauthorized work.

20.6 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.

20.7 Period of Performance: The contractor shall complete all required work no later than 150 calendar days after issuance of the Notice to Proceed (NTP), and mobilize within ten days. Workday losses due to inclement weather shall be extended on a day for day basis with no monetary compensation. Workday losses for inclement weather are those days which 50% or more of the day is lost and shall be submitted to the COR. The COR or KO have the right to conduct inspections and review documents during the project.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY REFERENCE

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	150 dys. ADC	1	SEE THE ATTACHED PWS/SPEC DESGINATED COR OR POC FOR COMPLETE DELIVERY INFORMATION SEE SCHEDULE FOB: Destination	WF7LKT
0002	150 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 (1) 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 150 calendar days after the Date the Contractor receives the notice to proceed.* The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

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
suarezt@bogota.mg.southcom.mil
saavedrm@bogota.mg.southcom.mil
Robert.devisser@tcsc.southcom.mil

Note:

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

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

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

Please submit a copy of the Contract with each invoice.

PARA RADICAR LA FACTURA:

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

Dentro de Colombia:

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

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

Si se envia desde los Estados Unidos:

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

O pueden ser enviadas a los siguientes correos electronicos:
Michael.haydo@tcsc.southcom.mil
suarezt@bogota.mg.southcom.mil
saavedrm@bogota.mg.southcom.mil
Robert.devisser@tcsc.southcom.mil

Nota:

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

LA FACTURA NO SE PROCESARA SI NO SIGUE ESTAS INSTRUCCIONES.

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

Por favor anexe una copia del contrato a cada factura.

Section H - Special Contract Requirements

DETAILED PRICING SHEET

WASTE WATER TREATMENT & WATER PURIFICATION SYSTEM,
MALAGANA - BOLIVAR

Item	Description	Unit	Quantity	Unitary Value	Total Value COL$	Total Value COL$	Total Value USD$
1	**DRAWINGS AND SPECIFICATIONS.**				**0**	**0**	**0**
1.1	Structural Drawings	EA	1.00		0	0	0
1.2	Hydraulic, and rainwater Drawings	EA	1.00		0	0	0
1.3	Electrical Drawings	EA	1.00		0	0	0
1.4	Soil study	EA	1.00		0	0	0
1.5	Water purification System Drawings	EA	1.00		0	0	0
1.6	Waste Water Treatment and Water Treatment Drawings:	EA	1.00		0	0	0
2	**Preliminaries**				**0**	**0**	**0**
2.1	Location and lay out	EA	1.00		0	0	0
2.2	Strip topsoil	M2	120.00		0	0	0
2.3	Excavation	M3	140.00		0	0	0
2.4	Compacted filling road gravel type B-200 or similar	M3	140.00		0	0	0
3	**STRUCTURE (Building for Water Purification System)**				**0**	**0**	**0**
3.1	Footing	M2	30.00		0	0	0
3.2	Masonry	M2	43.00		0	0	0
3.3	Plaster	M2	86.00		0	0	0
3.4	Exterior and Interior Painting	M2	86.00		0	0	0
3.5	Fence (over wall):	M2	86.00		0	0	0
3.6	Confinement Structure	EA	1.00		0	0	0
3.7	Sub floor slab	m2	60.00		0	0	0
3.8	Wet Zone Floors	M2	40.00		0	0	0
3.9	Roof	m2	100.00		0	0	0
4	**STRUCTURE (Hydration station (drinking-troughs))**				**0**	**0**	**0**
4.1	Footing	M2	10.00		0	0	0
4.2	Confinement Structure	EA	1.00		0	0	0
4.3	Sub floor slab	m2	10.00		0	0	0
4.4	Concrete polished granite inn	und	6.00		0	0	0
5	**STRUCTURE (Building for Waste Water Treatment and Water Treatment System)**				**0**	**0**	**0**
5.1	Footing	M2	30.00		0	0	0
5.2	Masonry	M2	50.00		0	0	0
5.3	Plaster	M2	50.00		0	0	0
5.4	Exterior and Interior Painting	M2	22.00		0	0	0
5.5	Fence (over wall):	M2	50.00		0	0	0

5.6	Confinement Structure	EA	1.00		0	0	0
5.7	Sub floor slab	m2	28.00		0	0	0
5.8	Wet Zone Floors	M2	17.00		0	0	0
5.9	Roof	m2	62.00		0	0	0
6	**INSTALLATIONS**				**0**	**0**	**0**
6,1	Hydraulic House Connection	EA	1.00		0	0	0
6,2	Hydraulic Network for WPS	EA	1.00		0	0	0
6,3	Hydraulic Network for WWS	EA	1.00		0	0	0
6,4	Hydraulic Network (Hydration station (drinking-troughs))	EA	1.00		0	0	0
6,5	Water tanks (Kitchen Area):	EA	1.00		0	0	0
6,6	Storm drainage Network	EA	1.00		0	0	0
6,7	Sanitarian/Sewage Network	EA	1.00		0	0	0
6,8	Electrical House Connection	EA	1.00		0	0	0
6,9	Internal Electrical Installations	EA	1.00		0	0	0
6,10	Grounded system	EA	1.00		0	0	0
6,11	Electrical Apparatuses	EA	1.00		0	0	0
7	**FINISHINGS**				**0**	**0**	**0**
7.1	Sidewalks	M2	37.00		0	0	0
8	**Water purification System**				**0**	**0**	**0**
8.1	Water Treatment System	Gl	1.00		0	0	0
8.2	Water Purification System	Gl	1.00		0	0	0
8.3	Supply of chemists for the water purification system	Gl	1.00		0	0	0
9	**Water purification System**				**0**	**0**	**0**
9.1	Waste Water Treatment System	Gl	1.00		0	0	0
9.2	Water Treatment System	Gl	1.00		0	0	0
9.3	Supply of chemists for the waste water treatment and water treatment system	Gl	1.00		0	0	0
	SUM OF ITEMS					0	0
	Administration and Unforeseen (A,U)					0	0
	TOTAL ESTIMATED COST US GOVERNMENT					**$ -**	**$ -**
	SUM OF ITEMS					$ -	$ -
	Estimated IVA (TAXES) for Contractor	16%				0	0
	Estimated Profit for Contractor					0	0
	TOTAL ESTIMATED COST FOR CONTRACTOR					**$ -**	**$ -**
	Execution Time in Calendar Days	150 Days					
	Payment form						
	Guarantee						

	Exchange Rate	USD$1 = COL$1800					

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.

2.1 Personnel collective insurance policy: Contractor shall provide insurance to cover their staff and personnel during the time the contract is executed, in accordance with Colombian law. This insurance policy will not be necessary if all staff and personnel are already registered in a social security/health system, covering accidents, hospitalization, or accidental death. This insurance amounts to 10% contract value and must remain valid for three (3) years after the date of final payment.

2.3 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.

2.2 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. 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. 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. Change of specifications, additional work, or greater work 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
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-2	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	DEC 2008
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

52.232-16 PROGRESS PAYMENTS (APR 2003)

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.

(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 unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(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 and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information 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.

(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 RMO Office by 30 days before first request. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title File Drawing No.

(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 Influence Certain Federal Transactions	SEP 2007

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 provison _____ (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

INSTRUCTIONS AND EVALUATION
INSTRUCTIONS TO OFFERORS

1. Period of Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 90 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:

NO. OF CONTENT	PAGE FORMAT	COPIES
Technical (to include 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@tcsc.southcom.mil

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
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 Waste Water Treatment Plant on 30 Aug 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)

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

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 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.