



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

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

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

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*

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

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

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONSTRUCTION FFP CONTRACTOR SHALL CONSTRUCT A FIRING RANGE FOR AFEAU IN THE CALVARY SCHOOL IN BOGOTA, IN ACCORDANCE WITH THE STATEMENT OF WORK. THE CONTRACTOR SHALL COMPLETE THE DETAILED PRICE SHEET AND ONLY ENTER THE TOTAL AMOUNT IN THIS BLOCK. DO NOT INCLUDE IVA IN THIS TOTAL. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT01690602	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	IVA TAXES FFP IVA TAXES AS APPLICABLE FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT01690602	1	Each		

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NET AMT

## Section C - Descriptions and Specifications

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 25 August 2010**.

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

<u>NO. OF CONTENT</u>	<u>PAGE FORMAT</u>	<u>COPIES</u>
Technical	Hardcopy	Two
Past Performance	Hardcopy	Two
Price Proposal	Hardcopy	One
	Electronic	One

2. PROPOSAL FILE LABELS AND DELIVERY

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

Title

Request for Proposal/Solicitation Number

Offeror's name

Proposals shall be marked "SOURCE SELECTION SENSITIVE"

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

Delivery Address:

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

Email Address:

Contracting Officer, Michael D. Haydo  
[michael.haydo@tsc.southcom.mil](mailto:michael.haydo@tsc.southcom.mil)

**BASIS OF AWARD**

1. Basis of Award. Award will be based on the Low Priced Technically Acceptable proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the two (2) evaluation factors: Technical (composed of six subfactors: ((i) General Architectural Plan, (ii) Materials List, (iii) General Work Schedule, (iv) Superintendent Engineer/Architect Resume, and (v) Understanding, (vi) Miscellaneous Information which includes past performance); and Price. The Technical Factors are more important than Price. The six (6)

subfactors are considered equally significant. To receive consideration for award, a rating of “Acceptable” must be achieved for the Technical. Award will be made to the offeror with the lowest priced technically acceptable proposal.

2. 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 price, Technical and Past Performance standpoint. The Government may make a final determination as to whether the offeror’s proposal is Acceptable or Unacceptable, solely on the basis of 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. 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. 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 Factors to be evaluated include Technical, and Price.

4.1 Technical Factor. 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.

4.1.1 General Architectural Plan Subfactor: The Government will consider the extent to which the offeror’s General architectural plan, view drawing, and the proposed equipments distribution list proposed by the offeror satisfies the requirement.

4.1.2 Materials List Subfactor: The Government will consider the extent to which the offeror’s Materials List satisfies the requirements.

4.1.3 General Work Schedule Subfactor: The Government will consider the extent to which the General Work Schedule and Bar Chart meets the requirement.

4.1.4 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.

4.1.5 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.

4.1.6 Miscellaneous Information Subfactor: 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.

4.2. The following adjectival ratings will be used to determine Acceptable, Requires Clarifications to be Acceptable, or Unacceptable.

Acceptable – Evaluation of the offeror’s proposal in response to the solicitation clearly demonstrates that this contractor possesses all of the necessary documentation, personnel, equipment, financial resources necessary to successfully complete the required project in accordance with the SOW by the required completion date.

Unacceptable – Evaluation of the offeror’s proposal in response to the instant solicitation clearly demonstrates that this contractor does not possess the required documentation, personnel, equipment, finance resources, and understanding of the requirement. It is evident that the offeror will not meet the requirements of the SOW. There is serious doubt that the offeror will be able to complete the project by the required completion date.

5.0 Past Performance. The evaluation of Past Performance is a subjective assessment of the offeror’s Past Performance on contracts or subcontracts of a similar nature, size, scope, and complexity, utilizing a comparable number of personnel with like skills. The Government will consider the offeror’s previous and current record of contractual performance. The Government’s assessment will focus on contracts that meet the following conditions:

5.1 Recency – only contracts or subcontracts that were performed or awarded within the last three (3) calendar years will be considered.

5.2 Relevancy – only contracts or subcontracts that were, or are, similar in scope to the required project will be considered.

5.3 The Government will use data provided in the offeror’s proposal and data obtained from other reliable sources. The offeror is cautioned that while the Government will consider data from other sources, the burden of demonstrating satisfactory past performance rests with the offeror.

Past Performance will be assigned an adjectival rating by each evaluator as described below, based on the perceived risk determined by the Government evaluation team. This risk assessment represents the Government evaluation team’s judgment of the probability of an offeror successfully accomplishing the proposed effort based on the offeror’s demonstrated past performance. Lack of similar past performance may not disqualify an offeror, but may increase performance risk.

Offeror’s without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a neutral rating for the Past Performance factor. See FAR 15.305(a)(2)(iv) relative to no past performance record

#### Acceptable

Based on the offeror’s performance record, little doubt exists the offeror will successfully perform the required effort. Little Government oversight is expected to be required in achieving the proposed level of performance. Little doubt exists that the offeror will successfully perform the required effort based on their performance record. Low Risk.

#### Unacceptable

Based on the offeror’s performance record, extreme doubt exists that the offeror possesses the experience necessary to successfully perform the required effort. Regardless of the degree of Government oversight or intervention, successful performance is extremely doubtful. Significant doubt exists that the offeror will successfully perform the required effort based on their performance record. High Risk.

#### Neutral

No performance record identifiable (see FAR 15.305(a)(2)(iv)). The offeror has little/no relevant past performance upon which to base a meaningful performance risk prediction. Unknown Risk

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

**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.

**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.

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.

### SPECIAL INSTRUCTIONS **SPECIAL INSTRUCTIONS**

**1.1 Activities Report:** A weekly report shall be submitted, to the 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. 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. This Policy shall be provided to the Contracting Officer no later than eight days after contract award.

**2.2 Work quality and stability: (Warranty)** Contractor shall ensure the quality of the construction during the warranty period. This warranty amounts to 40% contract value and must remain valid for three (3) years after the date of final payment. This warranty shall be provided to the Contracting Officer no later than eight days before the final contract acceptance date.

**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.

**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 should be in English, or if in Spanish, have an English translation.

**Punch List - Including the punch-list inspection corrections:**

**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.

**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).

**Plan and Final Report** – The Contractor shall submit three copies of the plan and final reports on CDs.

**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.

**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.

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

**Warranty** – The contractor shall submit a Work quality and stability (Warranty).

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:** Additional work and greater work quantities deemed necessary by the contractor and implying additional cost (increasing contract value), shall be recommended from the contractor before the term of the contract expires. 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 must 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.

SOW

**STATEMENT OF WORK (SOW)**

## CAFETERIA-SCHOOL CONSTRUCTION

**1.0 Scope:** The contractor shall provide all labor, transportation, equipment, materials to construct the cafeteria and school for Remolinos del Caguan, Cartagena del Chaira, Caqueta, Colombia IAW the SOW. The specifications consist of project drawings, localize and lay out the project, excavate the footers, provide and place compacted filling, provide and place concrete mixture for the following structures: footing, footing beams, aerial beams, columns, lintels, slabs and sidewalks; provide and install hidrosanitary networks and apparatuses and rainwater system; provide and install electrical facilities including: electrical feed, distribution panel, lighting, register boxes, outlets and ground system. Provide and install blocks (masonry) for internal walls divisions of School and Cafeteria; plaster and painting for walls, floor veneer, windows, security bars and doors in cold rolled laminate, provide and install metallic structure and materials for roof, commemorative plate and flags area. The contractor shall be responsible for the professional quality, technical accuracy and specifications furnished under this contract.

### **2.0 DRAWINGS AND STUDIES**

*The Contractor shall provide revised structural, architectonic, hydraulic and sanitarian drawings from the Government provided drawings and studies for COR's approval within 15 days of contract award. All drawings shall be developed by the appropriate certified engineer.*

**2.1 Structural and Architectonic Drawings:** They shall comply with NSR-2010code.

**Hydraulic, Sanitary and rainwater Drawings:** Comply with Colombian codes

**Electrical Drawings:** Drawings and final works shall consider consumption of the building plus an additional 30%. Once construction is complete, the contractor shall verify the value of and resistance; if it exceeds specified norm, it shall be adjusted to reach the required value (<5 ohms). The minimum standards are:

- Official value of resistance according to norm IEE 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

**2.2 Soil study:** The contractor shall conduct a soil study to guarantee stability of the structure, and verify structural calculations.

### **3.0 PRELIMINARIES**

**3.1 Location and lay out:** A Bill of Material for the Project shall be defined, and a field book shall be kept where T-shape rod for sighting in points on a grade (niveletas).

**3.2 Provisional fencing and Camp:** The contractor shall install provisional fencing, and camp during project development. Upon project completion, the contractor shall dispose of both to a location indicated by the Mayor's office.

**3.3 Strip topsoil:** The top soil shall be removed from the terrain to be terraced to a minimum of 30 cm (12 in), to eliminate the vegetable layer, compacting the exposed surface to no less than 95% Proctor Standard. Contractor shall provide Proctor Standard results to COR for approval. All trees shall be cut to remove all roots to 0.50 m (20 in) under the existing level. All unneeded material shall be disposed of in accordance with Mayor's Office instructions.

**3.4 Excavation:** The Contractor shall excavate and removal material to depth given by soils study to assure stability of structures in accordance with Colombian laws, standards and codes. Water accumulated in the excavations shall be pumped at the contractor's expense.

**3.5 Backfill and Compaction:** All work shall be started at the level of cleaning and/or grubbing, continuing with the backfill from that level. Ground settling should be taken into account when figuring elevations. All layers shall be totally compacted with the correct humidity level. Before starting backfill, the ground shall be scarified and finally scored to allow a good mixture of the old and new material. All excess materials and garbage shall be removed at the contractor's expense. Backfill materials shall be approved by the COR, in layers of 15 cm (6 in) thick, compacted to never 95% less than when it was acquired, following the Proctor Standard method. The contractor shall include the backfilling of the sub floor slab in order to elevate it from the actual ground level.

## **4.0 CONCRETE STANDARD INFORMATION**

### **4.1 Generalities**

The Contractor shall supply all materials, labor, transportation, tools, and equipment for the construction of all concrete projects, reinforced concrete, and for other related jobs, specified in the plans. All recommendations of the American Concrete Institute (ACI) and NSR-2010 shall be followed to transport and place the concrete.

### **4.2 Materials Quality**

**4.2.1 Cement:** The cement that shall be used in the concrete mixtures shall be Type 1 Portland cement (normal) and shall meet all the corresponding ASTM class 50-69 specifications. It shall be stored clean and dry. If the project sites have high sulfate content, Contractor shall use Type V Portland cement. Contractor shall provide additive specifications for curing and slump requirements.

**4.2.2 Water:** Water used in all the mixes shall be clean, and free of oils, or impurities that could affect the resistance and physical properties of the concrete or reinforcements.

**4.2.3 Aggregates:** Aggregates used in the concrete mixture shall be stored to avoid contact with foreign matter. Concrete shall meet the specifications of ASTM class C-33-67 for concrete aggregates. Sand shall be natural and free of foreign matter, blue mine sand is preferred. The sand shall contain deleterious substance in excess of the following percentages: Clay clods - 1%, Pit Coal and Lignite - 1%,

Material passing #200 Screen - 3%. The size of the crushed stone shall not be larger than 1/5 of the greatest separation from the sides of the formwork; 1/3 of the slab, or 3/4 of the free space between individual rebar or rebar ties, unless indicated otherwise. It shall meet the ASTM C-33 standards and its maximum dimension in accordance with Section 33 of the ACI 318 – 83 Regulation. Sand shall pass through a No. 4 screen, with only 10% able to go through a No. 100 screen.

**4.2.4 Concrete Characteristics:** American Concrete Institute (ACI), in the ACI Committee Report 301-72 (Specifications for Structural Concrete for Buildings) or equivalent Colombian specification shall be followed (NSR-98). All concrete work shall follow the Building Code Requirements for Reinforced Concrete ACI. 318. All standards of the American Society for Testing Materials (ASTM) are mandatory and included with the previously cited codes.

**4.2.5 Concrete Mix:** Mixed concrete that has rested in a mixer more than 40 minutes is not acceptable, unless special additives are used. The COR shall approve a hand mix alternative, if necessary for minor structures.

**4.2.6 Concrete Transportation:** Eight days before concrete pour, the COR shall approve all formworks and molds, steel reinforcement, rebar arrangement, overlaps, and any related details. The contractor shall notify the COR seven days prior to the actual pouring date.

**4.2.7 Concrete Pour:** Before the concrete pour, all forms and molds shall be cleaned of any foreign matter. The forms shall be damp to avoid absorbing the water in the concrete mix, and shall use a non petroleum based stripper. The pour shall complete a section in one continuous operation. During the pour, all concrete in a soft state shall be compacted with a vibrator. In case of inclement weather, the concrete pour shall be stopped, and area protected.

**4.2.8 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 shall have an overlap less than 3 inches. The concrete used in the construction of the foundation formworks, columns, retaining walls, joints tied to the foundation, load and tie joints and remaining structural elements, except when the contrary is silently indicated, it shall have a compression resistance of 210 Kg/cm<sup>2</sup> (3000 psi). The resistance to fluid concrete for the filling of the reinforced masonry blocks shall use a dosage that guarantees a minimum of 140 Kg/cm<sup>2</sup> (2000 psi).

**4.2.9 Construction Joints:** When a joint is necessary, the concrete surface shall be totally cleaned and all laitance and stagnant water removed. The poured vertical joints shall be completely damp and covered with a clean cement grout before concrete is poured. If the pour exceeds 10 continuous days; a joint epoxy shall be used. The new joint shall transmit the same cutting force as the others. Beams or slabs supported by columns and walls shall not be constructed until the vertical elements of support are no longer plastic.

**4.2.10 Stripping Forms:** A construction load shall not be placed, nor shall any strut be removed, until the new structure can support the necessary weight. Minimum time to remove the formwork is 48 hours on the sides of columns, walls, and beams; and 21 days for slabs and aerial beams (struts). One coat of release agent material shall be used to avoid surface concrete flaking.

**4.2.11 Concrete Curing:** All recently poured concrete shall be protected from the elements. The concrete surface shall remain constantly damp for the first 7 days. All wall plaster and finishes shall be set in the same manner.

**4.2.12 Repairing Defects in the Concrete:** All defects in the concrete, shall be repaired by cutting out the defective surface, eliminating loose material, cleaned, and filled with epoxy based concrete or mortar. Contractor shall submit epoxy material specs to the COR for approval before application. Repairs shall not be made with common concrete or mortar based cement.

**4.2.13 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-2010. All tests shall meet standards and contract specifications. All tests shall be reviewed, and approved by the COR. in accordance with the C-39 Norm of the ASTM (test of cylinders of concrete for compression).

**4.2.14 Forms for Foundations:** Forms and supports shall have the necessary resistance and rigidity to support concrete, without localized settling over (0.001) mil of light. The support shall be arranged so that it does not stress completed parts higher than one third (1/3) of the design stress. The joints in the forms shall not have slits bigger that 3 millimeters, but shall have enough room to avoid boards (when using wood) from shrinking and deforming.

**5.0 Reinforcing Steel:** The reinforcing steel shall meet the ASTM-A-615 specifications. Contractor shall provide deformed mild steel rebar. All steel shall be new billet steel conforming to ASTM A615 Grade 60. Rebar grade shall be 60 (420 for metric). Minimum yield strength shall be 420 MPa (60,900 psi). The rebar shall be bent cold according to the project specifications. The rebar shall be tied to the formwork with wire, concrete or stone plugs, and tied together with iron annealed wire no. 16, so they do not move, and are completely covered by the pour.

**5.1 Embedding:** The rebar shall be separated by at least 75 cm in the concrete surface, when it has been directly poured to the ground: 5 cm after being poured. For elements not exposed to the weather or ground, the minimum embedment for slabs: 2 cm (8 in); beams and columns: 3 cm (12 in). The minimum separation between parallel rebar shall be 1 1/3 of the greater diameters of the aggregate used. The correct arrangement of the reinforcing steel shall be reviewed before continuing the concrete pour, and all modifications shall be noted in the project register plans. Rebar packets shall be tightly tied together forming a unit, with no more than 4 in a packet.

**5.2 Ties:** It may be required that the framework functions below two-thirds (2/3) of its admissible tension, either by overlap or welding. Ties shall be welded in accordance with AWS D1.4-79. Welded ties shall be at least 125% of the flow resistance specified for the rebar. The overlaps of rebar packets shall be based on the length of the overlap required by the individual rebar in the packet, increased by 20% for three rebar packets and 33% for four rebar packets. Ties shall be spaced so their centers are more than 40 diameters (40 D) throughout the length of the piece, or according to plans. When the use of mortise is permitted, the diameter shall not be smaller than the diameter of the main reinforcement.

## **6.0 STRUCTURE**

**6.1 Footing:** Footing will be concrete poured to create a clean area (thickness = 0.05m), total reinforcement of footing, formwork and concrete according to structural drawings. Footings shall be

handled in the same manner and guidelines as placing concrete. Concrete mix design shall comply with 3000 psi at 28 days strength

**6.2 Wall Masonry:** All walls shall use conventional masonry in plastered brick on both sides. Walls shall be placed plumbed, seating brick in mortar 1:4 forming joints not thicker than 1.5 cm, with correct bond and leveling. All ICONTEC norms shall govern. The unit blocks shall be Number 5 IAW the drawings. A sample of unit block shall be provided for COR approval a minimum of eight (8) working days prior to installation. Blocks shall be of uniform size, color, and texture with a Compression resistance of  $f_m = 95 \text{ Kg/cm}^2$  (1,350 ksi). The Masonry Unit Blocks shall be suitable for load bearing. All units shall be sound and free of any defects that interfere with proper placement or significantly impair its strength. Five percent of a shipment containing 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. All masonry shall be plumb and square. The horizontal form joints shall be in layers no smaller than 1 centimeter of mortar, as well as the vertical form joints. The block shall not be dampened before placement. All the cuts, repairs, concrete foundations, bases, holes, openings, and concrete wells shall be completed as necessary. Work area shall be kept free of all excess materials, mortar, as well as spilt concrete.

**6.3 Mortar.** The sand and cement shall be mixed in a proportion of 1-cement to 4-sand per volume. The mortar shall be mixed in to achieve a homogeneous mix free of impurities. Mortar in which a setting process has begun cannot be used.

**6.4 Materials handling and Storage:** The materials shall be stored to prevent damage, or mixing with foreign materials. Materials shall arrive in original packaging and stored unopened. Violations may cause materials rejection.

**6.5 Confinement Reinforcement.** All walls shall include vertical reinforcement at distances no greater than 2.5 m (8ft-3in), and horizontal reinforcement at distances no greater than 0.6 m (2ft) or as indicated in the plans. The reinforcement shall be the same for all windows and open door holes where masonry is used, and the horizontal and vertical ends that confine these wall lengths. Reinforcements shall be concrete columns and beams the same width as the wall or as indicated in the plans.

**6.6 Slab sub floor:** Thickness shall correspond to structural drawings. It shall include expansions recommended by structural drawings so that the material follows specifications, and it shall absorb setting retraction movements. This includes the interior School and Cafeteria area.

## 7.0 ROOFING

**7.1 Metallic Structure:** This item includes drawings, supply installation and anchor to support all cover for School and Cafeteria areas in metallic carpentry. All metallic carpentry shall be painted with "Pintuco" industrial anticorrosive or similar 3mils of thickness and 3mils thickness enamels for finishing.

**7.2 Materials:** All steel shall meet the ASTM class 36 for welding structural steel, except for steel that shall not be welded, in accordance with ASTM Class AT-55 T specifications. All steel shall be hot galvanized quality.

- Bolts with their nuts and washers shall be of an approved quality.
- All structures shall arrive at the Project painted with anticorrosive paint.
- Paint shall be removed from surfaces that need to be welded, where heat damage may occur.

**7.3 Welding:** All welding shall follow safety precautions: design of welded connections, electrodes, filler metal, labor, inspections, and test for the operator shall follow the applicable standards determined by the COR and according to the last AWS and AISC editions. The electrode to be used shall be class E60 x AWS for structural steel work and class E70 x AWS for rebar with a stress flow of 2,800 Kg/square cm (40 ksi) when it is approved by the COR. The tests for qualifying welders shall be done by the Contractor. Welding samples shall be approved by the COR, at the expense of the Contractor.

All welded structural steel elements shall be joined in compliance with the ASTM-233 specifications. Column joint plates shall be joined by welding each side, with a minimum length of half the length of the plate. The minimum length of a strip weld shall not be less than 4 times the smallest dimension of the side of the weld. If an actual length is less than this value, the thickness of the weld to be considered effective shall be reduced to 1/4 the length of the weld. The maximum thickness of a strip weld, in 6.35 mm (1/4 in) material shall be 6.35 mm (1/4 in), for thicker material the weld shall not be greater than the material thickness, less than 1.6 mm (1/16 in) if the weld is not particularly arranged to have a total thickness in the throat. The traverse maximum spacing between strip welds used on the side of the connections shall be 0.2 m (8 in). The minimum overlap length shall be 5 times the thickness of the thinnest part to be welded, but not less than 25.4 mm (1 in). Overlapped joints joining plates or bars when put to axial power shall be joined with strip welds throughout both sides of the overlapped ends, except where the reflection of the overlapped parts are sufficiently restricted so that at a minimum load an opening of the joint is prevented.

The minimum distance in plug or groove welds from center to center shall be 4 times the diameter of the hole or 4 times the thickness of the weld. The thickness of the plug or groove welds for less than material 15.9 mm (5/8 in) is the same thickness of the material and for thicknesses greater than 15.9 mm (5/8 in) shall be as minimum half the thickness but not less than 15.9 mm (5/8 in).

**7.4 Laminated Structural Steel.** All structural steel to be used, and comply with all the “Design Specifications, Fabrication and Erection for Structural Steel Buildings” of the American Institute of Steel Construction (AISC) or NSR-2010 and shall be type ASTM A-36 as certified by a laboratory, with stress in the flow limit of  $f_y$  of 2,531 Kg/square cm (36,000 lbs/square inches). The structural steel cross-sections shall be bent cold, and cut as indicated in the plans.

**7.5 Roof materials and installation:** The installation of roof tile, type-fiber cement, includes metallic structure required according to span handled and following use of natural lighting. Roof installation shall be done according to manufacturer’s instructions. Contractor shall install rainwater channel and downspout. Cover shall be painted with acrylic paint resistant to carbonation, water and fungus, being raincoat. Paint shall be Sika C or similar. The sheets shall be attached with self-drilling galvanized screws, on the upper part of the sheet wave. Perforations shall be water proof sealed. Contractor shall use structural fasteners and roof accessories; they shall be corrosion resistant while able to support hurricane loads. Contractor shall paint exposed roof support structure (i.e. rafters, joists, and beams) with anticorrosive paint. Contractor shall seal roof overhang against rodents with fascia or screens. Contractor shall anchor the new roof frame and structure to the bond beam rebar.

## **8.0 ELECTRICAL SYSTEM**

**8.1 Electrical Connection:** All elements shall be underground, and included in drawings. The contractor shall include all electrical components IAW the electrical drawings approved by COR, and loads and IAW the item 2.3 of this scope of works.

**8.2 Internal Electrical Installations:** Contractor shall install all electrical networks in accordance with “Código Eléctrico Colombiano (NTC-2050)”. At building consumption plus 30%. Cable shall be THWN. The Contractor shall provide calculus records showing actual load and estimated reserve charge with cable caliber to be used for COR’s approval. All outlets shall be grounded. The internal electrical construction of the building shall be according to the electric installation regulation in effect in Colombia, NEC/ANSI/EIA/TIA/TEEE/NFPA. It is Contractor’s responsibility to request and coordinate electrical connection. The circuits in the outlets shall be properly polarized. The circuit ducts shall be PVC conduit, except that ducts of the feeders to the panels shall be metallic EMT type. The protection conductor shall be grade No. 14 AWG made in copper and green color, except the 220 V and 30 amps circuits that shall be the same No. 12 AWG. No conductor shall be of an inferior grade than No. 12 AWG. The 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. The electrical system shall conform to NEC/ANSI/EIA/TIA/TEEE/NFPA and shall be applied, in their respective numbers corresponding to the different applicable disciplines. Existent power lines shall be reviewed to define the connection to new facility.

**8.3 Materials and Work Performance:** All material and equipment shall be new and, approved by the Underwriter Laboratories, Inc. of the United States, from the VDE of Germany, or by similar entities in other countries. The COR shall be given detailed data about all equipment to be installed for the following: Panels and sub-panels, conductors, layout conduit and accessories, light switch, wall sockets, controls, inside and outside lights, transformers, and medium frequency structural elements.

**8.4 Cuts and Repairs:** Cuts, ditches, excavations, fills, repairs etc. shall be masonry, but all electrical pipes, boxes, accessories, etc. shall be installed in the concrete. Work shall be verified by the COR.

**8.5 Electrical Feed:** The feed from the panel to the branch circuits shall be done under the following conditions:

- Each circuit shall be conformed to support a maximum of five (5) double power outlets
- The inlet and outlet of circuits shall include on the end pressure connector or non-welded terminal
- In each inlet only one cable shall be installed
- Double power outlets shall be isolated polo hospital type in white color.
- The wiring shall be done with new conductors.

**8.5.1 Distribution Panel:** The panel shall be rebar and terminal for neutral, and a ground rebar, and the load balanced. The circuit protection devices shall be thermo-magnetic for 60 cycles at the capacities indicated in the plans, but never for lower than 10,000 amps in a short circuit. Panel manufacturer must be COR approved.

**8.5.2 Layout Conduit:**

a) Galvanized, thick and thin wall rigid conduits shall be according to the UL standards, and bear the UL seal. All union and connection accessories shall be the threaded type, screws, back nuts, and bushing with

a ground terminal connected to the box by a copper bridge naked conductor and with a gage according to the code.

b). All union and connection accessories shall be compression type and waterproof. Connectors with a 1" or greater diameter shall be insulated. When a good ground continuity cannot be guaranteed, nuts with a ground terminal or contact that shall be according to code

c) PVC thick wall, non-metallic rigid conduit, 26 cell, NEMA TC-2 standard or equivalent. It shall be for 90° C and resistant to sunlight. For continuity of the grounding, a copper protection conductor shall also be attached according to code.

d) PVC thin wall, non-metallic rigid conduit, type H cell, NEMA TC-2 standard or equivalent. All accessories for unions, and installation, shall comply with the requirement of the thick wall PVC SDR-26.

e) Metallic, galvanized flexible conduit shall be according to UL standards. Connectors with 1" or greater diameter shall be insulated. It shall be necessary to add to the connectors a bare or green cover protection copper conductor at the required gauge for a non-metallic rigid conduit.

f) Galvanized watertight flexible conduit, and accessories with a 1" or greater diameter shall be insulated. A protection conductor shall be used for metallic flexible conduit that is not water tight.

g) Pipes shall have the necessary diameter and be in agreement with the codes of Colombia and the United States of America, unless otherwise specified in the plans or specifications. No conduit shall have a diameter less than ½".

h) All conduit installations shall be run so that that they do not cross floor openings, plumbing tubes and other sections ducts and do not weaken or interfere with the structure of the building.

i) Conduit placement, outlet boxes and panels shall have COR approval. Wood spigots are not authorized. In horizontal runs, rigid layout conduit shall be placed at distances not greater than 7 feet. A support shall be placed at a distance not be greater than 3 feet from the outlet box or cabinet, with a curve greater than 45° or a layout conduit joint. For conduit support pre-fabricated accessories shall be used. Non-metallic, thin wall rigid layout conduit with ½" and ¾" diameters shall be placed at intervals no greater than 4 feet.

j) The metallic flexible conduit shall be attached to the building every 4-1/2 feet, but not greater than 12 inches from any outlet box or cabinet.

k) The conduit installation above a false ceiling shall depend on the ceiling type, it shall be rigidly attached independent of the structure.

l) The layout conduit in visible areas shall be embedded, unless otherwise indicated. Superficial conduit shall be installed square. Superficial layout conduit shall be supported rigidly every 6 feet, and supported independently from the register boxes.

m) Register boxes shall be rigidly attached to the buildings structure.

n) Diagonal run of an exposed conduit with more than three 90 degrees or equivalent curves shall be permitted in a conduit pipe between two outlets or panels, or between a panel and an outlet. Not more than 3 meters shall be allowed between outlets.

- o) Register boxes shall be accessible, but not visible. When necessary to install visibly, it shall have pre-approval by the COR. It shall not be permitted to use switch boxes as register boxes.
- p) The curves of the conduit shall be that they do 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 with diameters greater than 2", the Contractor shall use pre-manufactured elbows, and shall make the bends with a one-shot bending machine. The conduit ends shall be scarified to avoid cutting edges.
- q) Expansion joints shall be installed when required. They shall be 0.2 DX type from the Gedney Co. for all layout conduit embedded in solid material. For exposed layout conduit, and when the location allows, sealed-tight metal flexible lengths, approximately 0.5 m of the diameter required by the layout conduit it interconnects shall be used.
- r) Expansion joints are necessary for non metallic PVC layout conduit in continuous, long, and straight runs exposed to considerable and frequent temperatures changes that affect its length for more than 15 m.
- s) Lights installed on a false ceiling in the last track of feeding, a metal flexible conduit shall be used or a metal flexible multiple conductor cable using a register box at the light, as well as the main rigid layout conduit.
- t) The layout conduit in movable particles or fixtures shall be flexible multiple conductor cable or a metal flexible conduit. In humid areas and plumbing outlet accessories, shall use watertight flexible cable.
- u) The connections to all motors and other permanent electric equipment shall use the last track of a watertight metallic conduit.
- x) 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.
- y) In the installation, all the ends of the layout conduit, including those in cabinets and boxes shall be properly closed using plugs that cannot be paper or rags.

### **8.5.3 Electrical Outlets:**

Non-regulated power circuit shall be installed with ground connection, observing the following conditions:

- Each circuit shall be conformed to support a maximum of five (5) double power outlets
- Each double power outlet shall be fully identified
- The inlet and outlet of circuits shall include on the end pressure connector or non-welded terminal
- In each inlet only one cable shall be installed
- Double power outlets shall be isolated polo hospital type in white color

**Register Boxes and Outlets.** They shall be within Colombian regulations. Circular outlet boxes are not authorized. All boxes and accessories shall be galvanized steel, and be octagonal, square, or rectangular. All exposed boxes shall be weather protected. Outlet boxes for surface lighting units shall be 4' x 4" octagonal or square, and with a plaster cap with a rise of not less than ¼". All outlet boxes shall have a depth of at least 1½" depth. Plaster caps shall be level with the final plaster or the architectural finish.

When two or more light switches and outlets need to be installed in only one place, they shall be grouped in a one piece box and covered by one sole plate. Outlets shall be installed at the following heights measured from finished floor to the center of the outlet boxes:

- Light switches: 1.20 m
- Wall outlets: 0.30 m
- Outlets in fixtures: 0.10 m above the surface of the fixture
- Indoor wall lights: Indicated in the plans
- Outdoor wall lights: Indicated in the plans

Light switches, outlets and cabinets shall be installed so that the edge of the plates is not at less than 5 cm from the corners, doorframes, and other finishes. The light switch in individual rooms shall be placed on the side each door locks. Boxes on top of masonry or other solid surfaces shall be anchored with the proper screws or nails. Boxes in the ceiling shall be attached using the correct rebar.

The conductors to be used are copper with thermoplastic insulation, type THHN, unless indicated. The insulation shall be for 600 volts service.

All wires and conductors shall be AWG No. 12 gage. The gages used are according to the American Wire Gage system.

For conductors in the conduits a uniform color shall be kept throughout the building, according to the National Electric Code. Conductors in only one color shall be used for the feeders, but the terminals shall be covered with a plastic adhesive tape in the colors in the code for proper identification.

No wire joints shall be allowed inside the pipes. The lines shall be continuous from box to box. In the outlet or register boxes, the connections shall be No. 8 and smaller conductors manufactured by Minnesota Mining and Mfg. Co. Scotchlock type or Wing Nut type from Ideal Industries Inc. or similar. In all terminals at least a length of 20 cm of the wire shall be left for use for connections to lights and other devices.

The placing of conductors inside the layout conduit shall not begin until the entire layout conduit is completed. Any conductor that is introduced ahead of time shall be retired. It shall not be permitted to use lubricants or grease to ease slipping the conductors. Talc or paraffin shall be the only things used to ease the slipping.

The extensions from the outlets shall be level so that they are 1/8" lower than the final cement slab.

**8.6 Electrical Apparatuses:** All areas shall include fluorescent 2 x 96 slim line lamps. Providing a minimum of 400 luxes in all areas. Switches shall be located at right hand of each door and shall be Levington or equal.

Light switches shall be connected to a hot line. Light switches shall be connected at a height of 1.20 m over the level of the finished floor. Light switches shall be with one pole, two poles and two ways, for 15 amps, 120 volts, AC, lever operation, NEMA standard, Specification Grade, silent type..

The Contractor shall provide and install all the exits in the outlet boxes in the places indicated in the plans and specifications. They shall be double contact type, polarized, and at the required amperage. Special power outlets configuration shall be according to the NEMA standard and with the correct amperage for

the circuit protector. The exit for mixed outlets shall be NEMA No. 5-20R and 5-20R. It is requested that the Contractor use a Leviton or similar approved.

The lights and accessories shall be firmly attached to the surfaces of the building with the correct suspension system for each type of ceiling, in such manner that they can easily be removed without damaging the paint, plaster, ceiling, and any other finish. The different types of lights are indicated in the plans.

Fluorescent lights shall be equipped with a reactor ballast for a high power factor ( $\cos \phi$ : 0.9) approved for service at the indicated voltage. In general, cool white lamps shall be used. Ballasts with two tubes are preferred whenever it is expedient and all shall have protection.

Incandescent lights, shall be approved for 120-volt service and equipped with lamp holders for sockets, unless otherwise specified.. The candlelight used shall at a nominal voltage of 120 volts, and that are not transparent, that is they shall be frosted interior.

All lights shall be equipped with lamps at the indicated wattage as indicated by the COR. All fluorescent and multivapor lights installed on the concrete slab shall be supported by additionally using galvanized wire No. 16 AWG, from at least three points. All the lamps used in the construction shall be replaced with new ones before the building is finally accepted.

**8.7 Grounded system:** It shall be executed in accordance with approved drawings (Item 2.1.3). All electric system shall be grounded as established by the National Electrical Code of the United States of America, taking into account the single-wire diagram that appears in the plans. The impedance to ground in the electric system shall not exceed the value of twenty-five ohms from the reading taken for the period of March-April. Equipment, frames, and structures shall be grounded according to the Code.

Tests. Tests shall be perform when the project is finished to determine possible failures. The insulation resistance shall be the same or higher that what was demanded by NEC, and /or CNEE. The impedance to ground of the electric system shall be approved at the end of the project and it shall not exceed the value of 25 Ohms. The Contractor shall provide all necessary testing equipments and perform the tests in the presence of the COR, who shall be given at least 7 days notice.

Signage and Instructions. All boards shall include permanent signs to identify each circuit or feeder. Outlets for 220 volts shall also include signs to identify them from other outlets. The Owner shall be given two sets of equipment instructions.

Paint. All metallic conduits installed underground shall be painted with an asphalt base paint before being covered with concrete. All exposed conduit shall receive two coats of anticorrosive paint, as well as the supports, accessories, and register boxes. All metallic surfaces of electronic equipments with scratches, shall be repainted.

Estimated quantities. Contractor shall provide and install approximately 27 electrical outlets. Contractor shall provide insulated wire in all areas (i.e. inside and outside the building) and shall be installed in raceways or conduits that shall be firmly secured to the walls or roof joists. Contractor shall provide single switches, double switches, fluorescent lights, exterior lights with cover, load panel, and ground system, according with the drawings and the electric loads and electric design.

## **8.8 HYDRAULIC – SANITARY NETWORK**

This section includes the supply of all materials, accessories, equipments, labor, and provisions necessary to perform the complete installations of potable water distribution network and wastewater systems. All according to the plans, specifications, and the manufacturers recommendations and the following standards:

**Standards.** All the systems mentioned in this chapter 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 quality of the materials, process, method, finish, nomenclature, and correct use of pipes, accessories, and equipment the guidelines and standards of the AWWA, American Society for Testing and Materials (ASTM) of the USA shall be used as the basis for the minimum acceptable requirements of the work.

**Equipment, Pipes, and Accessories.** The wastewater and potable water systems shall be constructed with PVC Schedule 40 pipe, specifications ASTM D-3034 and ASTM 2241. The accessories shall be according to specification ASTM 2655-73. All valves shall be free of defects and labeled with the manufacturer's name. Preferably the valves shall be manufactured in the USA from among the following manufacturers: Crane Company, Jenkins Brothers, Walwort & Co., Powell, Stockham, Lunkenheimer, Reading, Prett, and Candy.

**8.9 Main Water Feed:** The reservoir shall include a hole of approximately 9.00 meters, the PVC pipe ½” diameter from the bottom of the hole to the upper lever, the fittings of the pipe, the check valves needed, an electrical pump of 1 HP “autocebante” and the inspection box for the reservoir. The Contractor shall purchase and locate two elevated tank type “Colempaques” or similar minimum 1000 L with its respective float above baths the area for correct operation, included on this item. This item also includes also the elevated reinforced concrete board where the tanks shall be placed. Established norms in plumbing manual ICONTEC 1500 shall be followed. Water furnishing network shall be subjected to three hydraulic tests of constant pressure of 150 psi during time not lesser than 12 hours for its final approval by the COR. First test shall be done prior to filling trenches or covering pipe, the second test after filling, the third shall be 15 days before project completion. Pipes shall be PVC RDE 21 or better. A register (water valve) shall be installed, general cut for all hydraulic systems.

### **8.10 Hydraulic Network:**

**Plans.** In general the alignment and separation between pipes are schematic, as well as the mortise for potable water or drainage. The diameters and slopes indicated in the plans shall be followed. Changes in the location or alignment of the pipes shall be submitted to the COR for approval. Full and exact registers shall be kept of the changes from work as shown in the plans. Up to a level equal to ¼ of the area of the pipe, the spaces shall be created to seat the joints. If the bottom of the ditch becomes an unstable foundation contractor shall remove the unstable material and fill the ditch with granular material. Ditches shall be filled within 24 hours after the pipes have been tested and approved.

**Installation.** All potable water system equipment shall be approved by the COR before installation. The Contractor shall provide all tampers to finish the bed and the fill according to the specifications.

**Pipes and Accessories Installation.** The gradient for the pipes and accessories shall be carefully finished, and a special excavation shall be done to lodge the unions. Water shall not be allowed in the ditch during the installation of the pipes. The ends of the pipes shall be protected to avoid foreign objects.

**Sterilization.** After the pressure tests, the whole potable water distribution system shall be sterilized. The chlorine material shall be at a dosage greater than 50 ppm and introduced in the manner approved by the

COR. It shall remain in the system for 24 hours, at the end of which it shall have a residual concentration of not less than 10 ppm. When the installation of the basic pipes is completed, a 130 psi hydrostatic pressure test shall be done for at least 60 minutes before its completion.

**8.11 Sanitary Network:** As a minimum, the toilet water-drainages are to be sized with 4 inch PVC and the sinks and floor drains with a size of 3 inch PVC.. For the pipes that shall be internally located in the concrete waste collection boxes, the following precautions shall be taken:

- The slopes of the different branches shall in a definitive position which in no case has a lesser slope than that of 2%.
- Hydraulic plugging integrity tests shall be executed.
- The inspection plugs/access plate shall be placed in accessible sites, raising them with elbows level to the floor. The plugs shall be easily identifiable with secure copper covers. The sewage ventilation pipe shall be 2" PVC.

**8.12 Rainwater Network:** This activity shall include rain water drawings and construction for the school and for the baths. It shall be simple and easy to maintain

**8.13 Water treatment system:** Contractor shall provide and install a new water treatment system guaranteeing a removal level of 90%. It's final localization shall be coordinated with COR and Major's office Representative. Contractor shall use prefabricated water treatment system "Colempaques" type or similar.

Placing. The grade line of the 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 throughout its length it is in contact with firm ground. PVC Pipe Joined to Concrete or Masonry (valve boxes). Whenever the end of the pipe enters into any inspection or cleaning device, it shall be the spigot never the bell. The use of Permatex shall not be allowed for any reason.

Exfiltration Tests. If the system undergoes a test by sections, any opening except the highest one in the section being tested 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 for at least 15 minutes before starting the inspections. To perform the test in pipe segments between valve boxes and manholes, they 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.

Excavation and Fill. The excavation shall have ample dimensions to allow for easier construction. The fill shall be compacted in 15 cm layers.

#### Miscellaneous Provisions

Where chrome pipes are installed, threads shall not be visible when the work is finished.

Chrome angle flow valves shall be installed at the floor of all bathroom fixtures

The pipes in the wastewater system shall have gradients that are not less than 1% for 4" diameters, 2% for 3" and 2" unless otherwise indicated in the plans.

All vertical ventilation pipes shall extrude 6" above roof level.

All horizontal ventilation pipes shall be free of bulges, but having a 0.5% gradient toward the nearest vertical drainage.

Jackets and joint covers: shall be installed in pipes across walls and floors, galvanized steel jackets with an internal diameter at least 1/2" greater than the external diameter of the pipe it's crossing. The changes

in direction shall be done by the correct use of 45°, “Y” shaped pieces through the elbows for short or long radius, a change of directions of ¼ and 1/8 circle and by combinations of these pieces or equivalent pieces.

Floor drainage of following type shall be installed: Areas of the bathroom fixtures, Spillway model 342-R HELVEX brand, or a similar approved one, with stainless steel trap. Bathrooms area Spillway model 632-R HELVEX brand or a similar approved one. Plaster shall be applied in the same manner as the walls, and the inside of this cone shall be attached so that its top area is level with the finished floor.

Anticorrosive protection: segments of the galvanized steel pipes, as well as the iron parts of the flow valves shall be protected with two coats of asphalt paint. After the first asphalt coat, a strip of synthetic mesh of nylon or polyvinyl acetate shall be placed in a spiral over them. After the mesh is placed, the second coat of asphalt shall be applied.

All commodes shall be installed using PVC collars, first quality plastic mastic, a wax circular seal, and screws, the use of gray cement or porcelain shall not be permitted.

All floor drains shall be made using Y's and elbows, in cases in which these are at dead ends, two 45° elbows shall be used.

To thread or drill is not allowed in the drainage pipes or to make joints by use of bands. The same as for the use of non-approved brands or not branded by the manufacturer,

All vertical pipes shall be held by two iron anchors.

The maximum distance between the supports and the hanging piping shall be 1.0 m.

## **9.0 FINISHING:**

**9.1 Floor veneer:** Ceramic materials made for high traffic (No. 5) floors shall be installed for all School and cafeteria areas. All the areas shall have broom guard using the same material.

Ceramic Tiles 20cm -20cm. Ceramic tiles that shall be used shall be of a well-known brand and “A” quality, with common shape and dimensions. The Contractor shall submit tiles to the COR for approval and color selections. The floor shall be placed over a concrete infill of 141 Kg/square cm (2,000 psi). The tiles shall have been wet at least for one hour before being placed, no topes shall be permitted in the corners and between the joints, 24 hours after the tiles have been installed the floor shall be sealed applying a gray cement grout with red coloring. The grout shall be left on the floor for a period of 8 hours, after that time the surface shall be machine polished using wax or polish lacquers, acid and leads until an even and uniform shine. To install the tile floor mortar cement and sand mortar shall be used at a proportion of 1:3 cm and 2 cm (13/16 in) thick.

Installation. The tiles shall be installed correctly, so the floor is totally uniform. All floors shall be delivered polished and shined.

**9.2 Wall veneer:** Includes cafeteria area. Wall veneers shall be in “Linea Nova” type 20 cm x 20 cm or similar up to a height of 1.40 m. It includes metallic end caps, which give a nice clean look to the interior space. The material shall arrive in original packaging, unopened, with proper identification, and the brand name of the manufacturer. Contractor shall provide and install approximately 53 square meters restroom wall tiles.

Materials. First class nonskid type tiles shall be used. For the restrooms 0.20m x 0.20m first class, white tiles or similar approved ones shall be used. White marble dust whitewash and Portland ASTM 50 type II cement shall be used.

Installation. A tile baseboard shall be installed at the height indicated in the plans. The pieces shall be installed with a mix of one part cement and one part lime. The joints shall be filled with white marble

dust grout. The Contractor shall submit samples to the COR for approval and color selections. All the tile surfaces shall be completely clean and glossy or polished.

**9.3 Plaster:** Shall be applied in the beams, columns, edges and other elements that have a finish in plaster, IAW drawings. Plaster shall have a 1:3 mix ratio and a minimum thickness of 1.5 cm. This item includes edges and dilatations. Waterproof plaster shall be applied to all walls until a 0.60m height. Plaster 1:3 with minimum thickness of 1.5 cm.

**9.4 Exterior and Interior Painting:** Includes three layers of paint “Viniltex” of “Pintuco” or similar for interiors and “Koraza” or “Pintuco” (or equal) for exteriors.

Manufacturer and Quality of the Paints. The materials to be used in the project shall be submitted for the approval of the COR. Before painting, the definition and selection the colors shall be approved by the COR. All paint shall be delivered in its original packaging with intact label and unopened.

Surfaces Preparation. The additives for curing the concrete shall be eliminated with a cement sandblast. Thirty days shall elapse for the concrete to be totally set. The areas that are going to be painted shall be clean, dry, and free of dust, grease, fungi, or glue and paper particles. Fungus, shall be cleaned with a solution of ¼ cup detergent and ½ cup household chlorine bleach per gallon of warm water.

Seals Applications. The finished surfaces (walls and concrete structures with plaster and finish), unfinished walls (to be painted), Plycem or Plywood ceilings, and Plycem or wood Fascias shall be applied a first coat of a seal as a base to receive the final finish. Metallic structures, fences, railings, and any other metal element that is not galvanized, an anticorrosive base consisting in two coats of anticorrosive paint (formulated with high quality anticorrosive pigments in an alkalized resin) shall be applied before receiving the final finish. Furniture, doors, and any other wood element shall be thoroughly cleans to obtain a smooth and soft to the hand finish. It is recommended to apply a seal over porous wood.

Oil paints. Cafeteria area (walls and concrete structures) shall be given two coats of “Acritex” or similar paint of the highest quality, resistant to the weather, washable, and antibacterial.

Acrylic paints. The lining of the ceilings, eaves, and any other part specified in the plans shall have two coats of standard acrylic paint of the highest quality, resistant to weather changes.

Varnishes. The cabinets and furniture finish and any other element specified in the plans (to use indoors in the project) shall be given two coats of varnish. All wood element exposed to the weather, shall use a marine varnish with 100% polyurethane resins. Tints specified in the plans shall be applied on the wood furniture and cabinets, tints shall be applied over sanded and sealed wood.

**9.5 Windows:** All metallic carpentry shall be built in cold rolled laminate gauge 18 painted with anticorrosive with a minimum of 3 mils and two coats of enamel with a minimum of 3 mils with windows in 4mm raw glass. The bars for the cage shall be square, galvanized, painted with anticorrosive and two coats of enamel. Bars thickness = 1/2”.

The mastic that goes into the joints between the metallic sections and concrete elements shall be fabricated of synthetic materials, of architectural quality, to be applied with a mastic gun. Vinyl gaskets are provided to make sure that there it is properly watertight and dust-tight.

**9.6 Doors:** Doorframes shall be metallic in cold rolled laminate caliber 18 painted with anticorrosive paint with a minimum of 3 mils and two coats of enamel with a minimum of 3 mils. All doors shall be as is shown in the schemes attached. Door and Mounting Hardware — Hinges, door latches, door keepers, coat hooks, and mounting brackets shall be made of chrome-plated zamak.

**9.7 Concrete Table “meson”:** Contractor shall provide and install reinforcement concrete table “meson”, bear with masonry walls, as shown in attached schemes, for the cafeteria and classroom area. This item includes the finishing with hardener for the concrete.

**9.8 Sink:** Contractor shall provide and install two stainless steel sinks for the cafeteria. This item includes all the connections and fitting for the correct operation of the system.

**9.9 Commemorative plate:** The Contractor shall supply and install a plaque in “piedra muñeca” (supplied by the Contractor) of 0.50 m by 0.40 m where Colombia Army and American People supports are emphasized. The text of the commemorative plate shall be submitted to the COR approval.

**9.10 Flags Area:** The Contractor shall have to build a flag plaza according to schemes annexed and following previous description. This item includes supply and installation of three flagpoles of 2” diameter by 4 m high painted with minimum 3 mils of anticorrosive and 3 mils of enamel for exteriors.

**9.11 Board:** Contractor will provide and install one acrylic board inside the classroom. It will be at least 2.00m x 1.20m and will include a set of three erasable markers and one eraser.

**9.12 General Cleaning:** All debris and garbage, excavation materials, debris from the repairs, as well as the garbage created by the containers for the materials, such as boxes, bags shall be removed. All grounds shall be reconditioned properly, level, and reestablished to a stage that is acceptable for a new construction and proper use.

All constructed and installed items, shall be clean, shined, and in new condition when project is complete.

## 10.0 Standards

**10.1 Legal Standards:** All work shall be accomplished according to USMILGRP and local government standards, laws, and codes. Should any conflicts occur, then the strictest rule shall be applied. The contractor shall inform the government immediately if conflicts are identified.

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

**10.3** The Contractor shall provide structural calculations, drawings and diagrams, based on Colombian building codes, and signed and certified by a registered structural engineer. Drawings that do not conform to Colombian Building Codes and laws shall be rejected.

**10.4 Work Quality and Stability (Warranty):** The contractor shall ensure the quality of the construction during the warranty period. This warranty amounts to 40% contract value, and shall remain valid for three (3) years after the date of final payment. This warranty shall be provided to the Contracting Officer no later than eight days before the final contract acceptance date.

## 11.0 Requirements Prior to Acceptance of Project Completion

**11.1** These documents shall be in English and Spanish. Documentation must be complete in order to write up the Work Acceptance Document and complete final payment.

**11.2 Punch List Items:** The contractor shall to complete the detailed lists of pending activities IAW this SOW and the final inspection conducted by the COR or QA engineer.

**11.3 Closing Reports:** Closing report of the work executed (Original and two copies, one in 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. If the requesting military unit does not authorize taking photographs, this requirement is waived.

**11.4 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).

**11.5 Plan and Final Report:** The Contractor shall submit three copies of the plan and final reports on CDs.

**11.6 Inspection and Acceptance:** A copy of the Inspection and Acceptance of the work signed by the COR, or other authorized representative of the government.

## **12.0 Quality Assurance**

**12.1 Project Manager/Superintendent:** The contractor shall appoint a Project Manager/ Superintendent) who shall be responsible for project execution and able to give pertinent technical information. The name of this individual and an alternate(s) who shall act for the contractor when the Project Manager is absent shall be designated in writing to the Contracting officer five days after contract award. The Project Manager or alternate shall be physically present on site during work hours. After duty hours, the Project Manger or designated alternate shall be available within two (2) hours of notification.

**12.2 Project Schedule:** The Contractor shall submit to the COR and project engineer another detailed project schedule ten days after receipt of the Notice to Proceed for approval. 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.

**12.3 Meetings:** The Project Manager may be required to meet at least weekly or as scheduled by the COR and/or the Contracting Officer. Meeting minutes shall be provided five days after the meeting.

**12.4 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.

## **13.0 Contractor Responsibility**

**13.1 Site Access:** The work site is on Remolinos del Caguan. Access to this site shall be pre-coordinated with the Colombian Army and Major Authorities by providing names and identification numbers for workers, prior to commencing work.

**13.2** Due to normal base operating hours, the work schedule shall be from 7:00 a.m. to 4:00 p.m, unless otherwise approved.

**13.3 Damage to Persons or Property:** The contractor shall be responsible for all damages to persons or property due to the contractor's 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 to pre-existing site condition.

**13.4 Safety:** The contractor shall provide employees with all the necessary personal safety equipment. All items must be suitable and comply with Colombian Safety Council (CCS) 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.

**13.5 Construction Operations and Storage Areas:** The contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Contracting Officer. 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.

**13.6** Contractor shall coordinate access to the work place and storage of materials needed for this contract with Mr. Jaime Lopez (CCAI Representative) at 320 211 6063, or Fayberth F. Vela (USMILGRP Engineer) at 311 516 5697 before beginning work. The contractor shall send a list of the vehicles, equipment and personnel that shall be accessing the area. Time required to process site access varies, and the contractor is fully responsible in ensuring access is obtained as early as possible to avoid delays.

**13.7** The Contractor shall prepare photo identification cards for all on-site personnel. Workers shall wear them at all times when on a military or government installation.

**13.8 Personnel Listing:** The Contractor shall provide list of contractor and subcontractor workers and supervisors assigned to this project for the U.S. Government to conduct all necessary security checks. The list shall be submitted to the COR five days after contract award. For each individual, the list shall include the following information:

Full Name  
Place and Date of Birth  
Current Address  
Identification Number

#### **14.0 U.S. and Host Nations Laws and Regulations**

**14.1 Licenses and Permits:** The contractor shall, at no additional cost to the contract, obtain all licenses and permits required for performance of work and for complying with all applicable Host Nation laws, rules and regulations.

**14.2 Environmental Protection:** The contractor shall comply with all applicable pollution control and abatement and all 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. No other locations shall be utilized for such disposal. Only hazardous waste sites which are permitted by the US Environmental Protection Agency (EPA) and/or the Government of Colombia shall be utilized for such disposal actions. Contractor shall coordinate with Colombian environmental agencies for disposal/storage activities.

**14.3** 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.

**14.4 Documentation Ownership:** All drawings, specifications, operation and maintenance handbooks, and any other document derived from the project, shall belong to the USMILGRP and shall be turned over at contract completion.

**14.5 Unforeseen Site Conditions:** Potential additional work, material quantities, or cost due to unforeseen site conditions, shall be recommended in writing from the contractor to the COR and Contracting Officer. 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 shall be negotiated prior to execution. The KO shall authorize all changes by contract modification, before the contractor may execute work.

**14.6 Period of Performance:** The contractor shall complete all required work no later than 150 calendar days after issuance of the Notice to Proceed (NTP). 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 contractor shall maintain a daily log for weather and personnel on site. The COR or Contracting Officer shall have the right to conduct inspections and review such documents during and upon completion of the project.

**15.0 Holidays:** The Contractor shall notify the COR and installation POC at least five days prior to the holiday observance if the contractor plans to work during these days to ensure access to the installation.

**15.1 Progress Payments and Final Payment:** Payment will be made via the Progress Payments Clause of the contract. No advance payments are authorized. The contractor may be paid for material items purchased and stored on-site. If the project is less than 30 days, contract payment will be made in a single payment after the project is inspected and all submittals are presented and approved. If contract completion is greater than 30 days, progress payments for percentage of work complete will be authorized in thirty (30) day increments. Final payment will be made only when the work is accepted by the KO, all submittals are presented and approved, and the work is accomplished in accordance with the contract.

DETAILED PRICING SHEET

CONSTRUCTION OF A CAFETERIA-SCHOOL FOR REMOLINOS DEL CAGUAN, CARTAGENA DEL CHAIRA - CAQUETA						

Item	Description	Unit	Quantity	Unit Price (COP)	Total Value (COP)	Total Value (US)
<b>1</b>	<b>DRAWINGS</b>				\$ -	\$ -
1.1	Structural and Architectonic Drawings	GL	1.0		\$ -	\$ -
1.2	Hydraulic, sanitary and rainwater drawings	GL	1.0		\$ -	\$ -
1.3	Electrical Drawings	GL	1.0		\$ -	\$ -
1.4	Soil study	GL	1.0		\$ -	\$ -
<b>2</b>	<b>PRELIMINARIES</b>				\$ -	\$ -
2.1	Location and laying out	m2	243.8		\$ -	\$ -
2.2	Provisional fencing and camp	gl	1.0		\$ -	\$ -
2.3	Strip topsoil	m2	243.8		\$ -	\$ -
2.4	Excavation	m3	68.5		\$ -	\$ -
2.5	Back fill and compaction	m3	123.6		\$ -	\$ -
<b>3</b>	<b>STRUCTURE</b>				\$ -	\$ -
3.1	Footing	m3	7.9		\$ -	\$ -
3.2	Conventional Masonry	m2	167.5		\$ -	\$ -
3.3	Foundation beams	m3	14.5		\$ -	\$ -
3.4	Slab sub floor	m2	243.8		\$ -	\$ -
3.5	Confinement structure	m3	23.1		\$ -	\$ -
<b>4</b>	<b>ROOFING</b>				\$ -	\$ -
4.1	Metallic structure	m2	279.8		\$ -	\$ -
4.2	Roof materials	m2	279.8		\$ -	\$ -
<b>5</b>	<b>ELECTRICAL SYSTEM</b>				\$ -	\$ -
5.1	Electrical Connection	GL	1.0		\$ -	\$ -
5.2	Internal Electrical Installations	GL	1.0		\$ -	\$ -
5.3	Electrical Outlets	Pts	11.0		\$ -	\$ -
5.4	Electrical Apparatuses	Pts	16.0		\$ -	\$ -

5.5	Grounded system	GL	1.0		\$	\$
<b>6</b>	<b>HYDRAULIC – SANITARY NETWORK</b>				\$	\$
6.1	Main Water Feed	GL	1.0		\$	\$
6.2	Hydraulic Network	GL	1.0		\$	\$
6.3	Sanitary Network	GL	1.0		\$	\$
6.4	Rainwater Network	GL	1.0		\$	\$
6.5	Water Treatment System	GL	1.0		\$	\$
<b>7</b>	<b>FINISHING</b>				\$	\$
7.1	Floor veneer	m2	243.8		\$	\$
7.2	Wall veneer	m2	15.9		\$	\$
7.3	Plaster	m2	334.9		\$	\$
7.4	Waterproofed Plaster	m2	167.5		\$	\$
7.5	Exterior and Interior Paint	m2	334.9		\$	\$
7.6	Windows	m2	30.6		\$	\$
7.7	Doors	m2	6.3		\$	\$
7.8	Concrete table "meson"	m2	11.3		\$	\$
7.90	Sink	und	2.0		\$	\$
7.10	Commemorative plate	ea	1.0		\$	\$
7.11	Flags area	ea	1.0		\$	\$
7.12	Boards	ea	1.0		\$	\$
7.13	General cleaning	gl	1.0		\$	\$
<b>SUM OF ITEMS</b>					\$	\$
Administration and Unforeseen (A,U)					\$	\$
<b>TOTAL ESTIMATED COST US GOVERNMENT</b>					\$	\$
<b>SUM OF ITEMS</b>					\$	\$

					-	-
	Estimated IVA (TAXES) for Contractor	16%			\$ -	\$ -
	Estimated Profit for Contractor				\$ -	\$ -
	<b>TOTAL ESTIMATED COST FOR CONTRACTOR</b>				\$ -	\$ -
	<b>Execution Time in Calendar Days</b>	150 days				
	Payment form					
	Guarantee					
	Exchange Rate (1 USD\$ = 1,800 \$COP)					

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

Section F - Deliveries or Performance

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](mailto:Michael.haydo@tcsc.southcom.mil)  
[suarez@bogota.mg.southcom.mil](mailto:suarez@bogota.mg.southcom.mil)  
[saavedrm@bogota.mg.southcom.mil](mailto:saavedrm@bogota.mg.southcom.mil)  
[Robert.devisser@tcsc.southcom.mil](mailto: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](mailto:Michael.haydo@tcsc.southcom.mil)  
[suarez@bogota.mg.southcom.mil](mailto:suarez@bogota.mg.southcom.mil)  
[saavedrm@bogota.mg.southcom.mil](mailto:saavedrm@bogota.mg.southcom.mil)  
[Robert.devisser@tcsc.southcom.mil](mailto: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.

## DELIVERY INFORMATION

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

Section G - Contract Administration Data

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
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
52.232-36	Payment by Third Party	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
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
52.236-5	Material and Workmanship	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
52.236-10	Operations and Storage Areas	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
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	FEB 2009
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008

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
252.236-7008	Contract Prices-Bidding Schedules	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

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(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; 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 subsidiary, 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)

## 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 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)

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

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

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

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

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

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

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

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

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

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

\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (7) [Reserved].

\_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

\_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

\_\_\_ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

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

\_\_\_ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

\_\_\_ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

(vii) Reserved.

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

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

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

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

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

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

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

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

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

(End of clause)

## 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

## 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007) ALTERNATE I (AUG 2007)

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

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

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

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies Performance to in/at:
-----	-----	-----
-----	-----	-----

(Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.)

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to--

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of clause)

#### 52.232-16 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)

#### 52.233-2 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:

CHIEF OF CONTRACTING  
US EMBASSY COLOMBIA  
UNIT 5140  
BOGOTA, COLOMBIA

(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)

#### 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

## 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

## 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 School cafeteria in on August 6, 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>

## 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)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not

relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

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

Title	File	Drawing No.
Cimentation		1
Hidrosanitarias		2
Cubierta Corte		3
Planta ARQ		4
RAD		5
Electrico		6
Porticos		7
Fachadas		8

(End of clause)