

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W91QVP-08-R-2002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06-Aug-2008	PAGE OF PAGES 1 OF 43
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PUAM8A803A	6. PROJECT NO.
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7. ISSUED BY ACA-PACIFIC REGION BLDG T122 PALM CIRCLE DR 2ND FLR AD FORT SHAFTER HI 96858 TEL: 8084381949	CODE W91QVP FAX: 8084382234	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE ACA-PACIFIC REGION RCO-HI BLDG 520 PIERCE ST FORT SHAFTER HI 96858-5025 TEL: 8084386535	W912CN FAX: 8084381337/6544/6563
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9. FOR INFORMATION CALL:	A. NAME CPT THOMAS LUTZ	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 808.438.6535 X147
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SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Boulapha 8-Classroom School See Sections 00100 through 00800 Project Description: LA-HA-2008-6782 This project is a USPA COM approved and funded Humanitarian Assistance (HA) mission. This mission involves the solicitation, award and execution of a U.S. Government design-build construction contract. The contract will be awarded to a local construction firm for the design and construction of school facilities in the vicinity of Boulapha, N 17-17.977 E 105-45.582, in Lao People's Democratic Republic. The facility design will be reviewed and approved by the U.S. Army Corps of Engineers, Pacific Ocean Divisions (USACE-POD) Staff and will be consistent with applicable Lao construction cost standards. This project is a HA project for the benefit of the Laotian people and qualifies for all applicable tax exemptions. In accordance with FAR 36.204, the magnitude of construction is between \$250,000 and \$500,000. A preproposal conference will be held at the Lao Plaza Hotel Conference Room (www.laoplazahotel.com), 63 Samsenethai Road, Vientiane, Lao PDR, +(856 21) 218800-1 on August 19, 2008 at 10:00 AM local time. Block 11 applies to construction period. DELIVER OFFERS TO: CPT THOMAS LUTZ OR MR. JOHN EMMERSON, LAO PLAZA HOTEL, NLT 21 AUG 2008 at 5:00 PM (ICT)
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11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within <u>215</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input checked="" type="checkbox"/> negotiable. (See FAR 52.211-10 _____.)
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>05:00 PM</u> (hour) local time <u>21 Aug 2008</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

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

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

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

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BOULAPHA SCHOOL FFP Construction of a school in the vicinity of the Boulapha District, Laos, in accordance with the Statement of Work, drawings and specifications provided in Section 0800.</p>	1	Lump Sum		

The general location for the construction site is at the following coordinates:

N17 17.977 E105 45.582

Note: Exact location for building layout at the construction site must be coordinated and approved by the QA contractor prior to construction.

Prior to the approval and processing of final invoice for payment, the construction contractor shall provide a copy of the "as-built" drawings, specifications and BOM to the Contracting Office. These drawings will be accepted upon final Construction inspection conducted by the Contracting Officer, QA Contractor and USACE-POD at the end of the construction period.

FOB: Destination

PURCHASE REQUEST NUMBER: PUAM8A803A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	OPTIONAL SCHOOL BUILDING FFP	1	Lump Sum		

Subject to availability of funds, construction of an additional school in the same Province as the school in CLIN 0001 using the Statement of Work, drawings and specifications provided in Section 0800.

The general location for the construction site is To Be Determined :

Note: Exact location for building layout at the construction site must be coordinated and approved by the QA contractor prior to construction.

Prior to the approval and processing of final invoice for payment, the construction contractor shall provide a copy of the "as-built" drawings, specifications and BOM to the Contracting Office. These drawings will be accepted upon final Construction inspection conducted by the Contracting Officer, QA Contractor and USACE-POD at the end of the construction period.

FOB: Destination

PURCHASE REQUEST NUMBER: PUAM8A803A

NET AMT

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
1001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 22-SEP-2008 TO 30-JUN-2009	N/A	US ARMY CORPS OF ENGINEERS JOHN G EMMERSON BLDG 525 WISSER RD PACIFIC OCEAN DIV FORT SHAFTER HI 96858-5440 8084386968 FOB: Destination	W2SNAA
1001	POP 22-SEP-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W2SNAA

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Construction contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from RCO-H, Bldg 520 Pierce Street, Fort Shafter, HI, 96858; ATTN: MAJ Lynda Royse, lynda.royse@us.army.mil, 808-438-6535 x210

(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)

CLAUSES INCORPORATED BY FULL TEXT

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.

(b) After contract award, the contractor shall conduct a detailed site survey and investigation in order to complete the detailed design.

NOTE: Site visits can be coordinated with the U.S. Embassy in Vientianne, Lao PDR.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

- (a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.
- (b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--
- (1) Lump sum price;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.
- (End of provision)

PROPOSAL CONTENT, EVAL, & AWD
SUBMISSION OF PROPOSAL, EVALUATION CRITERIA AND BASIS FOR AWARD

I. PROPOSAL SUBMITTAL INSTRUCTIONS.

1. As a minimum, the proposal shall contain the sections listed below:
 - a. A signed Standard Form 1442, "Solicitation/Contract/Order for Commercial Items";
 - b. Completed Certifications as applicable from section 0600 of the solicitation;
 - c. A signed copy or other acknowledgement of all amendments;
 - d. Pricing Schedule;
 - e. Technical Proposal;
 - f. Past Performance Information;

2. Each offeror shall complete each section of the proposal as described herein. The offeror shall submit an original and one (1) copy in the format stated in paragraph 3 below. The submittal of an incomplete proposal, or failure to provide the required number of copies in the format requested may render the proposal unacceptable.

3. The original proposal and copy shall be submitted in binders and shall include a table of contents with consecutively numbered pages. Proposals shall also be indexed and tabbed to identify the various sections as described in paragraph 1 above. Offerors shall submit the proposal in separate volumes as follows:

Volume I –

Standard Form 1442
Section 0600 Certifications
Amendments or acknowledgements
Pricing
Past Performance Information

Volume II –

Technical Proposal

4. Proposals shall be submitted to: CPT Thomas Lutz, Lao Plaza Hotel, 63 Samsenethai Road, Vientiane, Lao PDR, +(856 21) 218800-1 (thomas.lutz@us.army.mil). Contractors are responsible for ensuring that proposals are received by the Government within the specified timeframe.

5. Material not directly related to the information requested should not be included in the proposal. Any information not requested will be disregarded in the evaluation process. Unnecessarily elaborate proposals are undesirable.

6. A PREPROPOSAL CONFERENCE IS SCHEDULED AT THE LAO PLAZA HOTEL, 63 SAMSENETHAI ROAD, VIENTIANE, LAO PDR ON AUGUST 19, 2008 AT 10:00 AM LOCAL TIME.

II. EVALUATION AND RELATIVE IMPORTANCE

1. Factor 1 – Technical:

- Subfactor (a): Management Plan
- Subfactor (b): Specialized Experience
- Subfactor (c): Proposed Schedule

2. Factor 2 – Past Performance

3. Price. Price is evaluated but not scored.

All evaluation factors, when combined, are significantly more important than price.

III. PROPOSAL CONTENTS AND EVALUATION CRITERIA

1. Factor 1: Technical:

a. Subfactor (a) Management Plan: The Offeror shall detail their management plan to manage the design and construction quality, construction safety, and proposed efforts to ensure the project is completed in a safe manner, on time, within budget, and completely useable for the intended purpose.

b. Subfactor (b) Specialized Experience: The Offeror shall describe their engineering design and construction management experience working in the geographic location and with humanitarian assistance or

similar building construction. Describe any safety and health or national or international building code or fire protection specialized experience that may be applicable for this effort.

c. Subfactor (c) Proposed Schedule: The Offeror shall describe their proposed schedule to complete the design build construction projects.

2. Factor 2: Past Performance: The offeror shall provide information pertaining to the history and experience of the firm and provide a list of current and previous Federal, State, Municipal, or commercial contracts within the last three years that are for services similar to this requirement.

The offeror shall complete Attachment 1, "Experience Reference Information" for each reference and submit them with its proposal.

The Government may limit the references it decides to contact, and to contact or utilize sources other than those provided by the offeror.

The offeror may describe any quality awards or certifications that indicate the offeror possesses a high quality process for performing the services required.

The offeror may describe previous performance problems and address corrective action taken and preventive measures implemented to avoid reoccurrence.

The Government will subjectively assess performance risk based on the Offeror's overall past performance and experience. Experience is defined as the overall experience of the firm in specific projects, in progress or completed, that are for services similar to this requirement. Past performance reflects how well the Offeror has performed these services. When determining each Offeror's overall performance risk rating, the Government will place more emphasis on projects that are similar in scope, effort, and magnitude to this requirement and those with a longer performance history.

Evaluation will aid in assessing an Offeror's risk of performance and relative capability to meet performance requirements. Statements of opinion about quality of work and work experience will be obtained from references listed in the proposal and other sources or entities (i.e. consumer protection organizations and other individuals, businesses, and agencies that may have useful and relevant information).

The absence of past performance will result in a neutral rating of "none", in which the offeror will not be rated favorably or unfavorably. However, a neutral rating may be considered a higher performance risk and may affect the Offeror's overall ranking.

Offerors whose past performance information is the determining factor preventing them from being considered for award will be afforded the opportunity to address adverse past performance information.

3. Factor 3: Price: Price is not formally scored. However, its significance to the award determination should not be disregarded. Price will be evaluated using price analysis to determine the extent to which it is reasonable, realistic, and consistent with the proposal.

In evaluating price, the Government's concern is to determine whether:

- It reflects the offeror's understanding of the project and ability to successfully organize and perform services as required by the contract.
- It is reasonable when compared to similar efforts and the Government's estimate.

- It is compatible with the proposal's scope and effort. Price should be neither excessive nor insufficient for the effort to be accomplished. Unrealistically high or low prices may be grounds for eliminating the proposal on the basis the offeror does not understand the requirement.

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

IV. EVALUATION RANGE

1. Prior to evaluation of proposals, an initial range may be established based on received prices. If established, evaluation of technical capability and performance risk will be conducted only on those offers determined to have a reasonable chance of being selected for award. Once an offeror is excluded from the initial range, revised proposals will not be accepted or considered, even if the Government later conducts discussions.

2. Offerors should note that the Government intends to award a contract on the basis of initial offers received without discussion. Offerors should therefore ensure that their initial proposal contains their best offer from both a price and technical standpoint, with sufficient information and documentation to enable the Government to fully ascertain each offeror's capability to perform all services required by the solicitation, and should not assume that discussions will be conducted. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be in the Government's best interest.

3. In the event discussions become necessary, the Contracting Officer may determine that the number of proposals that would otherwise remain in the range exceeds the number at which an efficient competition can be conducted and may limit the number of proposals in the range to the greatest number that will permit an efficient competition among the most highly rated proposals.

V. BEST VALUE ANALYSIS. Subjective judgment on the part of the Government is implicit in the process of the best value determination. Government personnel will assess a rating based upon their review of the proposal with respect to content and evaluation criteria.

VI. BASIS FOR AWARD

1. This evaluation will be conducted in accordance with FAR 15.101-1 Tradeoff Process. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be the most advantageous to the Government, price and other factors considered. The lowest priced proposal or the proposal receiving the highest evaluation rating may not necessarily receive the award.

2. 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.

VII. EVALUATION FACTORS.

1. For technical evaluations, a color rating system will be used as follows:

- Blue - Excellent: Proposal demonstrates excellent understanding of requirements. Proposal has exceptional strengths that will significantly benefit the Government and will likely result in exceptional performance. Significantly exceeds performance and/or capability standards.
- Green - Good: Proposal demonstrates good understanding of requirements. Proposal has one or more strengths that will benefit the Government and will likely result in highly successful performance. Exceeds performance and/or capability standards.

- Yellow - Acceptable: Proposal demonstrates acceptable understanding of requirements. Proposal may or may not have strengths but will likely result in acceptable performance. Adequately meets the performance and/or capability standards.
- Pink - Marginal: Proposal demonstrates only marginal or shallow understanding of requirements. Proposal has no strengths and one or more weaknesses that will likely result in minimal or suspect performance. Does not adequately meet the performance and/or capability standards but is susceptible to being made acceptable.
- Red - Unacceptable: Proposal demonstrates unacceptable understanding of requirements. Proposal has no strengths and one or more major weaknesses that will likely result in very minimally or unacceptable performance. Fails to meet the acceptable performance and/or capability standards and would require major revisions.

2. For performance risk evaluations, a color grading scale will be used based on criteria as follows:

- Blue - No Risk: Offeror's experience and past performance record provides essentially no doubt that the Offeror will successfully perform the required effort. Very good probability of success with very low risk.
- Green - Low Risk: Offeror's experience and past performance record provides little doubt that the Offeror will successfully perform the required effort. Good probability of success with low risk.
- Yellow - Moderate Risk: Offeror's experience and past performance record provides some doubt that the Offeror will successfully perform the required effort. Fair probability of success with moderate risk.
- Pink - High Risk: Offeror's experience and past performance record provides substantial doubt that the Offeror will successfully perform the required effort. Doubtful probability of success with high risk.
- Red - Critical Risk: Offeror's experience and past performance record provides extreme doubt that the Offeror will or can successfully perform the required effort. Extremely doubtful probability of success with very high risk.
- Gray - Unknown Risk: The Offeror has no relevant performance record. A thorough search was unable to identify any past performance information. Unknown probability of success.

SUBMISSION ATTACHMENT 1

EXPERIENCE REFERENCE INFORMATION

NOTE: The offeror is responsible for reproducing as many copies of this form as necessary.

1. Name of Offeror/Bidder:

2. Name of Reference/Customer:

Phone No.: _____ Fax No. _____

Email: _____

3. Contract Number: Prime Subcontractor

4. Project Title:

5. Brief description of scope of work:

6. Period of Performance:

7. Contract Amount:

Base Year: \$ _____

1st Option: \$ _____

2nd Option: \$ _____

3rd Option: \$ _____

4th Option: \$ _____

TOTAL: \$ _____

8. Offeror's/Bidder's statement on problems, if any, encountered during performance of work and any corrective actions taken to resolve problems. If no problems encountered, state NONE.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 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) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(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)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary.

The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

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

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
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	JUN 1996
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	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
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3 Alt I	Value Engineering-Construction - Alternate I	APR 1989
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
52.253-1	Computer Generated Forms	JAN 1991

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-DEC 2004 Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.225-7044	Balance of Payments Program--Construction Material	JUN 2005
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
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 30 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 215 days after the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to

by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a

party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

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

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

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

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

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

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated below:

MAJ Lynda R. Royse
RCO-HI, Bldg 520 Pierce Street
Fort Shafter, Hawaii 96858
Commercial: 001-1-808-438-6535 Ext. 210
FAX: 001-1-808-438-6544
Lynda.royse@us.army.mil

The Contractor must submit all EFT information no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

MAJ Lynda R. Royse
RCO-HI, Bldg 520 Pierce Street
Fort Shafter, Hawaii 96858
Commercial: 001-1-808-438-6535 Ext. 210
FAX: 001-1-808-438-6544
Lynda.royse@us.army.mil

(End of clause)

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.acqnet.gov/far/>

(End of provision)

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.acqnet.gov/far/>

(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)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that--
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (End of clause)

Section 00800 - Special Contract Requirements

STATEMENT OF WORK

SCOPE OF WORK & DRAWINGS

PART 1 – GENERAL

1.1. PROJECT DESCRIPTION **Boulapha 8 Classroom School with Restrooms**

The objective of this construction project is to provide required earthwork, civil, structural, electrical, mechanical, building services, and all other associated works for the complete construction of one 8 classroom school building. Additionally, the Contractor shall demolish the existing primary school (7 classrooms) after the new school construction is completed.

The drawings and specified details provided in this document are used to show what the Government desires only. THESE DRAWINGS & DETAILS ARE NOT FINAL REQUIREMENTS.

Technical Exhibit 1 provides drawings of a similar school desired. A not-to-scale one page site drawing with before photos of the project proposed construction site is found in Technical Exhibits 2 and 3.

The Government expects to accomplish this project utilizing aspects of DESIGN-BUILD where the potential Contractor will be required to provide engineering expertise for all the final detailed drawings and the structural calculations with enough details to clearly indicate what will be provided to the Government. It is absolutely CRITICAL that each bidder provide enough detail in their proposal to show the Government exactly what you are proposing to provide. Any significant deviations from the detailed information provided in the concept drawings and the following pages must be clearly identified and explained to ensure there is a firm understanding of what you are proposing compared to what is asked for. It is the Contractor's responsibility to construct the various structures and improvements such that the final completed structures are structurally sound, safe, and according to local and/or International building codes and subject to final acceptance by the Contracting Officer's Representative (COR). The USACE POD and Contracting Officer will evaluate all the proposal packages received equally and fairly. The formal review will be based on the quality of the PROPOSED works, the Contractor's capabilities and past performance as shown in the proposal, and the associated proposed costs.

The building floor plans and the details shown in the concept drawings attached only show approximate dimensions and conceptual layouts. The selected Contractor will be expected to carry out detailed dimension surveys of the various buildings and prepare final full-scale design layouts and site adapted detailed design drawings for approval by the Contracting Officer's Representative (COR) and Quality Assurance Contractor before commencement of construction. Some minor adjustments to the final size and layout of structural and building works may be allowed if site constraints and engineering practice deem it necessary. The Contractor is expected to include all work required including reinstatement of disturbed areas surrounding each building to be constructed. This covers the areas where the Contractor's workforce, storage, movements, and other such related activity have occurred also. The Contractor shall verify whether the site has existing electrical service and if the service is adequate to support the project. The Contractor shall also verify the availability of a water supply. The Contractor's proposal should address their solution for electricity and water supply. Products and materials, except earth and soil materials, to be installed shall be new items, which have not been previously used. Quality of the materials used is of concern and needs to be approved by the Quality Assurance Contractor to be hired to assist USACE with the quality performance and completion of this project.

1.2. LOCATION

The project is located approximately 2.5 hour's car drive from Thakhek, Laos at Boulapha N 17-17.977 E 105-45.582. Much of the road access is unimproved one lane wide roadway with numerous bridges of various load capacity. An additive bid item for an additional school in the same province is planned, location TBD.

1.3. PROJECT SCHEDULE AND TIME CONSTRAINTS

A detailed project schedule showing main items of work such as earthwork, main structural work, electrical, building services, plumbing, sanitary and sewerage works, finish work, and all other major elements of the project shall be prepared by the Contractor and submitted to the Quality Assurance Contractor (QA) for approval at least one (1) week before the Contractor begins any construction work on-site. The Contractor must schedule all work to minimize the interference with normal operations in the areas impacted by the proposed construction. All project schedules are subject to approval by the QA and Government.

PART 2 – SCOPE OF WORK

2.1 SCOPE OF WORK FOR CONSTRUCTION

2.1.1 Site adapt design of building structure to existing public land identified at the GPS coordinates provided. The scope includes all tasks associated with executing all work and providing all equipment, materials, supplies, and labor necessary to construct the clinic.

2.1.2 The Contractor shall conduct the following utilities requirements surveys for the new buildings: Building and utility assessment surveys of the existing sites for new construction; Surveys of the existing size and a capability assessment of existing utilities (power, water, sanitary, etc.) around the immediate vicinity of each building footprint or facility for connection and support. The results of this survey shall be used by the Contractor to plan and eventually construct suitable external works scheme such as drainage discharge connection to existing drains, sewer leach pits or connection of sewer lines to existing sewer lines, electrical and water hook up locations as well as specific building exterior and interior works schemes for the areas surveyed. The survey must show the most economical and suitable locations for connections of utilities and services such as discharge points for drains, etc. around the building or facility to be built.

2.1.3 Include in the building a space such as a lockable closet and stock with a supply of exterior weatherproofing paint and interior paint (enough to paint the facility again completely), 2 extra doors and 2 extra windows with all associated hinges, and door / window hardware for future maintenance use. Also provide plumbing and toilet maintenance materials in this stockpile room (contractors proposed list of maintenance materials to be provided to Quality Assurance Contractor for approval).

2.2 BIDDING SCHEDULE

The Contractor shall submit proposals based on the bid schedule.

The contractor guarantees that the unit prices given for the base bid is suitable for award at the location proposed for the Boulapha near Thakhek Laos. An additional school project in this province could be awarded to the contractor within 120 days of contract award of this school subject to available funding. The Government represents that the requirements of the subsequent project will not be materially different than what is required for the initial location. If such a condition arises, the contractor may submit justification for an equitable price adjustment for any or all of the unit costs detailed above.

2.3 PROGRESS REPORTS, AS-BUILTS, AND CONSTRUCTION COMPLETION

The Contractor shall submit progress reports every monthly as the work proceeds. The report shall include percent complete, projected completion date and photographs of the work. Upon construction completion, the Contractor and the Government will hold a final inspection. The renovations will not be considered complete until all items in each building are complete and useable. All keys must be provided to the Government at the final inspection. All existing vegetation, works and services disturbed by the Contractor during the course of the construction works either to facilitate the construction or otherwise, shall be reinstated or replaced at the Contractor's own costs and to the satisfaction of the Government. Upon satisfactory completion of the works, the Contractor shall submit complete "as-built" drawings for the project.

PART 3 EXECUTION – SPECIFIC TASKS

3.1 SITE INVESTIGATION

Survey the area where building foundation is to be constructed to determine the exact dimensions of the work, volume of soil to be excavated for sub-base, base, and surface courses. Submit to the Quality Assurance Engineer PROPOSED LAYOUT identifying all required demolition and site preparation work items. Report to include photographs of the existing site. Identify points of connection for electrical and water services. Contact the local providers of services. If there are no points of connection to existing services that fact shall be identified. Identify the slope of the site to indicate storm water flow. Clearly identify all potential low points and potential for standing water.

Investigate the areas for the existence of utility lines or subterranean utilities. Meet with the Quality Assurance Engineer to discuss the results of the site investigation prior to proceeding to final design. The existing concrete primary school building must be demolished at the site after the new school construction is completed.

3.2. FILL MATERIAL AND SUBTERRANEAN TERMITE TREATMENT

Fill material shall be compacted to at least a minimum relative density of 95 percent of maximum density. All main structural supports must be founded on stable, original ground and the excavation levels of all foundations shall be located at least 1.0 meter below the lowest point of the final finished floor levels of the building. The Contractor shall provide a subterranean termite insecticide treatment under the concrete floor slab. The product used must be specifically designed for under slab use. It should be noted that adequate safety and environmental protection precautions must be observed in the execution of this work.

3.3. EXCAVATION/COMPACTION

Excavate soil for the foundation and slab sub-base, base courses per drawings. Soil will be disposed off site by evenly distributing over the surface of existing ground in an approved area.

3.4. CONCRETE

Provide a concrete mix design to the QA Engineer with a minimum compressive strength of 30MPa after 28 days. Clearly identify all sources for each component of the concrete mix. New concrete structures in direct contact with the ground shall be constructed with a layer of damp proof membrane (DPM). Finishing shall begin immediately after the concrete is screeded or struck. Consolidate and level the concrete surface. Fill in low spots and knock down high spots.

3.5. STEEL REINFORCED CONCRETE

The Contractor's engineer shall sign all shop drawings for structural reinforced concrete construction components.

- Minimum structural reinforced concrete beam size 220mm X 400mm.
- Minimum main rebar size shall be T16 for beams, T16 for columns, and T13 for slabs.
- Minimum link size is T10. Maximum spacing of links is 230mm for structural beams and columns.
- Maximum spacing of slab bars is 250mm both ways.
- Minimum size of lintels above doorways, windows and other openings (non-structural) shall be 130mm x 250mm with 2#T10 bars Top & Bottom and R6 links at 150mm centers.

- Minimum structural reinforced concrete column size 200mm X 200mm.
- On sidewalks and low load bearing surfaces use welded wire mesh (WWM) with 15 cm x 15 cm opening dimension at a depth of 1/3 the distance from the bottom concrete placed.
- Design wind velocity is 50 meters per second (unless as described in Cl. 3.1.24).
- Design for seismic zone appropriate for the locality and in accordance with local codes.
- Concrete strength shall be a minimum of 30 MPa.
- Floor Live Load shall be 3kN/m² minimum.
- Roof Live Load (for maintenance access only) shall be 1kPa minimum.
- Upon completion of laying concrete core filled CMU walls form tie beam to the columns together and provide bearing point for pre-fabricated steel trusses. Include imbedded weld bearing plates for trusses (or Laos National Standard approved by QA Engineer).

3.6. STEEL REINFORCED CONCRETE MASONRY UNITS (CMU) or Laos approved equivalent. Contractor's engineer shall sign all shop drawings for structural steel reinforced concrete construction components.

- Interior walls shall be at least 4-inch (10cm) thick reinforced concrete masonry block or approved Laos equivalent.
- Exterior walls shall be at least 8-inch (20cm) thick reinforced concrete masonry block or approved Laos national standard equivalent.
- Vertical rebar spacing shall be 40cm on center.
- Walls shall be plaster finished and painted to Laos Government Standards.

3.7. REINFORCING STEEL

All reinforcing steel shall be weld able Grade 60 or Type II deformed or knurled bar type, $F_y = 460 \text{ N/mm}^2$ and meet Laos National Standards approved by the QA engineer.

3.8. METALS

All structural metal members (roof trusses) and/or any exposed metals shall be anti-rust primed and painted with one undercoat and two finish coats of paint. Any part of any steel structure shall be capable of sustaining the most adverse combination of static and dynamic forces that may reasonably be expected from dead loads and all imposed loads including storm, winds and earthquakes, without exceeding permissible stresses to meet any Laos National Building Code Standards approved by the Quality Assurance engineer.

3.9. STRUCTURAL/ARCHITECTURAL WOOD

Unless specifically allowed and expressed in writing by the Government, wood shall NOT be used in this project for structural support. Exceptions are for interior and exterior door panels and door and window frames.

3.10. WATER SUPPLY, DRAINAGE, AND SANITARY PLUMBING

During the initial site survey the Contractor must establish the adequacy of the existing water supply system network for connection of water supply to the school and proposed restroom building. The Contractor shall make applications and pay necessary fees to local authorities and comply with any other regulations pertaining to

connection of water supply lines to the existing water supply distribution network if available. Inlet pipes shall be connected directly from the existing water supply network if present. If a pump is used it must be able to provide enough pressure to convey enough capacity to provide at least 25 pounds per square inch (1.754 kg/cm²) while all sinks and toilet fixtures are in use. Before final inspection, all water pipes must be disinfected. If a water service is not available, design and construct a water well system. Configure the point of service connection into the building(s) to easily be modified to connect into a future water distribution system.

3.11. PIPING

3.11.1. Water Supply:

All supply water piping shall be galvanized steel, or PVC material allowed under local code requirements. Surface-mount all interior water piping to allow for easy access for future maintenance. Mountings shall be in the form of “snap” closed galvanized steel brackets screwed onto surrounding structure and spaced close enough (spacing of brackets not to exceed 600mm along the pipeline) to prevent the piping from detaching from the wall. The Quality Assurance Contractor can approve any proposed changes necessary to meet Laos standards.

3.11.2. Waste and vent piping shall be schedule 40 PVC or approved other materials. Waste pipe will include cleanouts at all bends to permit easy maintenance. All sinks will have P-traps installed. The waste pipe exiting the building will include a vent pipe which penetrates the roof to a height of 0.5m above the penetration. The penetration will be flashed and sealed to prohibit leaking.

3.12. TOILETS AND PRIVACY PARTITIONS

Toilets shall be floor-mounted tank type toilets. Toilet privacy partitions shall be CMU at least 2m high and tiled or approved Laos equivalent. Provide a latch on the inside surface and non-lockable door handles on both surfaces of each partition door.

3.13. WASH BASINS

All washbasins shall be poured in place steel reinforced concrete troughs lined with white porcelain tile with a single corrosion-resistant faucet operated by “turn valve” for cold running water at five (5) stations along wall or other as approved by the Quality Assurance engineer. Faucets shall be washer-less. Provide a bottle trap or P-trap in the drain below each sink.

3.14. BATHROOM ACCESSORIES

Wash hose for toilets are required.

3.15. SEWAGE DRAINAGE AND TREATMENT SYSTEM

The works in this section shall be designed and constructed by a qualified and experienced sub-Contractor specializing in water supply and waste treatment systems. Final acceptance of the treatment system shall be dependent upon the satisfactory functioning of the completed system and the meeting of local standards of the effluent. System shall include inspection chambers. The Contractor shall also design and construct vent piping to all fixtures and the vent stack shall discharge at the highest possible elevation through the roof.

3.16. SEPTIC SYSTEM

The Contractor shall design the septic system and obtain approval from the Quality Assurance engineer. The Contractor shall perform all work necessary to install any leach field determined necessary in his design adjacent to the any septic tank in accordance with the following specifications or as approved by the Quality Assurance Contractor:

- The septic tank shall be dual-chamber 2000 gallon capacity tank.
- The absorption field will consist of four trenches, each 7.62 meters long by 0.9 meters wide by 0.46 meters deep. There shall be a 1-meter space between each parallel trench. A perforated 4-inch diameter PVC pipe will run the length of each trench, with the perforated holes facing toward the bottom of the trench. The trenches shall be filled with 2" minus aggregate to a depth of 30 centimeters (15 cm of this depth shall be beneath the pipe). The trenches shall be graded so the perforated pipe is just slightly off-level, with a maximum downward slope of ¼" per 10-feet of length. Once pipe and gravel have been placed, the trenches shall be backfilled to a minimum depth of 6". The backfill shall be compacted and crowned to shed water to either side.

The contractor is responsible for verifying the validity of this design based on knowledge of local soil conditions. The septic tank and absorption field shall be sufficient to handle the load of the 10 bed hospital (sinks and toilets all drain into the septic tank).

3.17. ELECTRICAL SYSTEM

The Contractor will design a simple electrical layout for the interior and exterior of the building approved by the quality assurance engineer. The plan is to provide all necessary lighting with ceiling fans for each room and electrical materials installed in each room proposed in the buildings and the main circuit breaker and electrical panel at each building. Spare parts are required in the maintenance storage room; list of materials required and provided by the contractor must be approved by the quality assurance engineer.

3.18. ELECTRICAL SYSTEM MATERIALS & EQUIPMENT

System shall be approved by the Quality Assurance engineer and grounded with a maximum resistance-to-ground of 25 ohms. All service shall use insulated copper conductors sized for 250volts, 50HZ as required to serve the connected load – solid copper 12 gage (2.05 mm) minimum. The Contractor shall design for base power to be utilized for all 220V circuits. Run 220V circuits to a 3-phase 380V (or 400V- check local standards) panel inside the building and from the panel to a properly sized 3-phase, 3-way transfer switch mounted on the outside face of the building.

3.19. RECEPTACLES

Provide no more than six duplex receptacles on each 20-amp circuit. Install GFCI type receptacles in the toilet section above the washbasin wall.

3.20. LIGHTING

All lighting shall be provided to give an average light level at 1m above the floor of 500lux anywhere within the building except in the toilet, where the required lighting level shall be 300lux at the washbasin level. Approval required of Quality Assurance Engineer.

3.21. CEILING FANS

Provide and install #2 industrial standard oscillating ceiling fans with a 360-degree (full circle) rotation. The fans are expected to run continuously during classes. Approval required by Quality Assurance Engineer

3.22. WINDOW AND DOOR SYSTEMS

Window quality is very important and shall be approved by the QA engineer. Single leaf doors shall be minimum 45mm thick, 92 cm wide x 2.1m tall solid core wood in halls, classrooms and restroom entrances. Restroom stall doors shall be 45mm thick, 80 cm wide x 2.1m tall solid core wood or approved equivalent of the Quality Assurance Engineer. Any exterior window must be mosquito screened.

3.23. DOOR AND WINDOW HARDWARE & ACCESSORIES

All screws, nuts, bolts, rivets, washers and other fastenings shall be stainless steel. Each door leaf shall be hung on self-aligning, non-projecting hinges of non-friction type. Provide lockable handles, striking plates, and stays to all windows. Each door shall be provided with one lock, one pair of door handles and two bolts. Each door leaf for exterior doors shall be fitted with a concealed limiting stay at the head to limit opening to 90 degrees. Provide kick plates, and push plates to all exterior doors. Provide wall mounted doorstops for all doors to prevent walls from being damaged by doors. Quality hardware required to minimize maintenance requirements is required.

3.24. INTERIOR WALLS

All solid interior walls shall be minimum 4-inch (10cm) Reinforced Concrete Masonry Unit (“cinder block”) or approved Laos equivalent approved by QA contractor. All joints shall be struck flush with non-shrink grout prior to placing final cement wall coating and priming and painting as specified in other sections. Do not use damaged or chipped CMU blocks. The CMU interior walls shall be plastered and painted except for the interior surfaces of all walls at the toilet and shower area, which shall be tiled with 200mm x 200mm (or larger) white (or color approved by the Government). All gaps and penetrations through any wall must be sealed. Include steel or reinforced concrete lintels above doorways, windows, and other openings and steel framing posts or reinforced concrete stiffeners to support doors. Provide reinforcement to all interior CMU walls as described for external CMU walls. All interior walls shall terminate at the underside of the existing roof deck between offices and restrooms. Construct access openings large enough to accommodate an adult male through the walls above drop ceiling levels in the attic spaces.

3.25. CEILING CONSTRUCTION

Professionally seal and finish all seams.

3.26. FLOORING

Ceramic tile shall be used throughout the latrines. Classroom floor tile shall be approved by the QA Engineer for the classrooms.

3.27. PAINTS & STAINS, INTERIOR AND EXTERIOR

All interior and exterior surfaces of all buildings in this contract shall be painted upon completion of the construction work (except tiled areas in the restroom). All shall receive at least one prime coat of paint and two finish coats of semi-gloss weatherproof latex paint to ensure complete coverage. All surfaces to be painted shall have a prime coat, which seals the surface from moisture intrusion, and then at least one undercoat, and one finish coat of paint shall be applied over the prime coat. The first coat (Primer) must be appropriate to the specific requirements of the substrate. Base color shall be white except doors, door trim, and baseboards. The quality Assurance Engineer shall select all final color schemes. All paint shall be of type and quality suitable for its intended application. Use anti-fungus paint chemically suitable for its intended application. Contractor shall completely clean and touch-up all surrounding areas affected by the paintwork.

3.28. NEW AND EXISTING ROOFING MATERIAL AND WATERPROOFING WORK

The entire roofing system must be a complete watertight and sealed system. The entire roofing system including supporting trusses must be designed with due consideration for the wind loads and earthquakes, if any, typical of the area where the building is located but shall not be less than the loads generated by a wind velocity of 50 meters per second. The Contractor upon acceptance of the works by the Government shall provide a back-to-back warranty for the entire roofing works for a period of five years. Any openings in the room system must prevent small birds or geckos or other live species from entering the roofing system. The need for any insulation for heat load will be addressed in the proposal. Metal roofing systems will be insulated.

PART 4 – SUBMITTALS

The following is a list of submittals that require Quality Assurance engineer approval. The Contractor needs to submit his submittals at least 14 working days in advance of beginning work on a submitted item; the 14 days are to ensure the Quality Assurance Contractor has adequate time to review the submittals to avoid causing any delays to the construction Contractor. All submittals shall be in the English language. Single line diagrams shall be submitted for electrical and related works.

Construction Quality Control Plan is required before construction starts.

Design Submittals Required:

- Site Investigation Report
- Site plans indicating finish grading and site drainage.
- Engineer signed shop drawings for steel reinforced concrete structural components.
- Engineer signed shop drawings for steel reinforced concrete masonry unit (CMU) structural components.
- Building foundation plan and details of foundation work.
- Building structural plan and details of structural work.
- Roof waterproofing system.
- Layout plans and details of CMU and partition walls.
- Layout and details of window and door installations.
- Steel roof plans and details of roofing waterproofing works.
- Water supply design including pump and piping, location and piping layout from the building to the point of connection to the existing water distribution network
- Sewer system designs including all drain lines for toilets, urinal, and sinks. Also include design for floor drains, vents, clean-outs, inspection chambers, pre-treatment tanks, etc.
- Electrical layout for building interior showing location of panel boxes, all electrical outlets, lights, and ceiling fans.
- Electrical layout for building exterior showing location of all electrical outlets, and area security lights.
- Circuit and single line diagrams for all electrical and electrical related works

Material Submittals Required:

(Manufacturers catalog data is acceptable with clear identification of the proposed component): Quality is important to ensure long life with minimal maintenance at a public facility.

- Windows
- Exterior doors
- Concrete Mix Design
- Steel-Reinforced Concrete
- Steel Reinforced CMU
- Door and window hardware
- Water closets (toilets)
- Plumbing fixtures (piping, brackets, taps, faucets, etc.)
- 220-Volt receptacles
- Ground Fault Interrupter (GFCI) 220-Volt electrical receptacles
- Electrical control panels
- Electrical conduits (walls & ceilings)
- Fluorescent light fixtures
- Exterior building perimeter light fixture
- Oscillating ceiling fans
- Toilet partitions
- Toilet main entrance doors and toilet privacy partition door
- Toilet fixtures and hardware (faucet, toilet roll holder)
- Ceramic floor tiles

- Heavy duty homogeneous ceramic tiles for wash basin troughs
- Wall glazed ceramic tiles in toilets
- Paint color samples and product information including chemical composition
- Sewage treatment tank where applicable

As built drawings required before final payment.

Quality Control Plan required before construction starts.

Assembled and installed furnishings required before final payment and dedication Ceremony.

Plaque installed before final ceremony approved by USACE PM.

Furniture list: see site plan and submit for approval.

TECHNICAL EXHIBITS

TE 1: Primary School Architectural Drawings

TE 2: Boulapha School Laos Site Sketch

TE 3: Boulapha School Site Evaluation