

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W913FT-10-T-0047	<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	02-Sep-2010	1 OF 40

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WF7LKT01970602	6. PROJECT NO.
7. ISSUED BY ACC-TA, RCO BOGOTA CALLE 24BIS #48-50 USMILGP CONTRACTING BOGOTA  TEL: FAX:	CODE W913FT	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME MICHAEL HAYDO	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 571-383-4231

**SOLICITATION**

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

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

Scope: Construction of a Fuel Storage System.

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

Documents:

Statement of Work: Pages 4 through 13.

Site visit on 8 Sept 2010. Contact the project engineer Ivan Morales listed in clause 52.236-27

Proposals due by 15 Sept 2010, at gate #2 of the U.S. Embassy

11. The Contractor shall begin performance within 10 calendar days and complete it within 120 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
*(If "YES," indicate within how many calendar days after award in Item 12B.)*

YES  NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM (hour) local time 15 Sep 2010 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

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

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

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

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

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

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FUEL STORAGE SYSTEM CONSTRUCTION FFP CONTRACTOR SHALL CONSTRUCT FUEL STORAGE AND DISTRIBUTION SYSTEM IN BAHIA, SOLANO, IN ACCORDANCE WITH THE STATEMENT OF WORK. THE CONTRACTOR SHALL COMPLETE THE DETAILED PRICE SHEET AND ONLY ENTER THE TOTAL AMOUNT IN THIS BLOCK. DO NOT INCLUDE IVA IN THIS TOTAL. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT01970602	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	IVA TAXES FFP CLIN included for accounting purposes only. An IVA exemption letter shall be issued to the contractor upon award. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT01970602	1	Each		

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NET AMT

## Section C - Descriptions and Specifications

SOWSOW**STATEMENT OF WORK**  
**FUEL STORAGE SYSTEM**

**1.0 SCOPE OF WORK:** The contractor shall provide drawings, construction and all civil works for the Fuel Storage Facility and Distribution System in Bahia Solano, Chocó, Colombia. The system will include footer excavation, compact ground fill, a catch basin, a fuel gun, one fuel line to the tank and one from the tank, and two way electrical pumps. Concrete construction shall include the footers, footing beams, slab on a grade, and masonry for catch basin. A metallic structure shall be necessary for a roof over pumping system, and electrical apparatus. The fuel tank system consists of one fuel tank with the capacity of 10,000 gallons to provide fuel to boats and to be fed from the fuel boat. This project should include pumps to pump fuel from the deck to the tank and fuel pumps from the tank to the boats. Require 2 pumps: (1) electrical and (2) fuel generated in case power goes out.

**2.0 PRELIMINARIES**

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

**2.1 Structural Drawings:** Contractor shall provide final structural drawings and specifications to the COR for approval and in compliance with code Normas Sismos Resistentes (NSR) 98, before construction may begin.

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

**2.2 Electrical Drawings:** The contractor shall provide electrical network drawings for the fuel system installations. Drawings shall estimate normal daily electrical consumption of the structure plus 30%. Contractor shall consider an integral ground system for grounding the electric system (connections grounded shall be with alumino-thermic welding and pure copper rods). Once construction is complete, the contractor shall verify the value of land resistance; and adjust until it reaches the required value (<5 ohms). The minimum standards are:

- Official value of resistance according to norms of Electrical and Electronics Engineers (IEEE) 142-4.1.2
- Electrodes material according to National Electrical Code (NEC) 250-52-c (2)
- Electrode size type of rod NEC 250-52-c (3)
- Separation between electrodes NEC 250-56
- Connections quality NEC 250-70
- Caliber of mesh conductors NEC 250-50 (d)
- Caliber of grounded conductor NEC 250-66
- Cables quality NEC 250-50
- Interconnection of PT NEC 250-68
- Accessibility to electrode NEC 250-68
- Iron fittings equal potency of Energy Information Administration EIA/ Telecommunications Industry Association TIA 607-5.4
- Circulating current IEEE 1100 table 4.3
- Protection against lightning according to model under NTC 4552 y/o IEC 61024-1-2

Electrical drawings and specifications standards that apply are NEC / American National Standards Institute (ANSI)/ Energy Information Administration (EIA) /TIA / Thermoplastic Elastomer-Ether-Ester (TEEE) / and the

National Fire Protection Association (NFPA) as applicable. During the site visit, the existing power line shall be reviewed to determine the best connection to the new facility. New transformer connections shall be underground.

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

**2.4 Fuel Storage System Drawings:** The contractor's certified engineer shall submit fuel storage system drawings and specifications for COR approval, before construction work may begin.

### **3.0 SPECIFICATIONS**

**3.1 Surveying and Layout:** A field book shall be kept on the T-shaped rod sighting points and grade (niveletas) levels, while taking into consideration potential ground settlement. The contractor shall be responsible for surveying the terrain levels from the Bench Mark Survey (BMS), base lines, topographical points, perimeter limits, and other control elements necessary to identify the terrain localization and/or elevation.

**3.2 Provisional Fencing and Camp:** The contractor shall install provisional fencing and base camp during project development. Upon project completion, the contractor shall dispose of debris to an area indicated by military authorities

**3.3 Site Preparation:** The Contractor shall provide, all labor, transportation, tools, and equipment to clear land in the area destined for construction. Likewise, the contractor shall correct the existing levels and ground slopes, removing top soil or adding backfill to the ground as needed, with selected compacted material. The final ground level shall improve drainage around the building. Contractor shall strip topsoil in the area, including removal of all organic layers. Material that can be reused, shall be saved. All non usable excess material shall be disposed of in accordance with instructions from base authorities.

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

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

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

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

**4.0 Concrete Standards:** All recommendations of the American Concrete Institute (ACI) and NSR-98 shall be followed for concrete work.

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

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

**Aggregates:** Aggregates in the concrete mixture shall be classified by size, and stored to avoid foreign matter. They shall follow ASTM class C-33-67 specifications. Sand shall contain deleterious substance in excess of the following percentages: Clay clods - 1%, Pit Coal and Lignite - 1%, Material passing #200 Screen - 3%. The size of the crushed stone shall not be larger than 1/5 than the greatest separation from the sides of the formwork; 1/3 of the slab, or 3/4 of the free space between individual rebars or rebar ties, except when the contrary is indicated. It shall meet the ASTM C-33 standards and its maximum dimension shall be according to Section 33 of the ACI 318 – 83 Regulation.

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

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

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

**Concrete Pour:** All forms and molds shall be cleaned, and dampened, with a non petroleum based stripper. Pours shall be in one continuous operation per section. All soft concrete shall be compacted, preferably with a vibrator to ease it around embedded installations. The concrete pour shall be protected against inclement weather.

**Concrete Compressive Strength:** The specified compression resistance shall be measured at the rupture in cylinders measuring 15 x 30 cm (6 x 12 in), after 28 days, according to the ASTM C39-66 standards. All concrete shall not have an overlap greater than 3 inches. Concrete used for the foundation, columns, retaining walls, joints tied to the foundation, load and tie joints, and remaining structural elements shall have a compression resistance of 210 Kg/centimeters<sup>2</sup> (3000 lb/square inch). The concrete resistance necessary for filling reinforced masonry blocks shall guarantee a minimum of 140 Kg/centimeter<sup>2</sup> (2000 lb/square inch).

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

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

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

**Repairing Concrete Defects:** All defects shall be repaired by cutting out the defective surface, and cleaning with compressed air. Defective sections shall be filled with epoxy based concrete or mortar, per manufacturer's instructions. Contractor shall submit epoxy material specifications to the COR for approval, before repairs may begin. Repairs shall not be made using common concrete or mortar on cement.

**Concrete Testing:** The contractor shall prepare and properly mark six (6) concrete test cylinders per nine (9) cubic yard batches or single mixture, accomplished in strict accordance with Colombian Law 400 of 1997, Decree 33 of 1998-NSR-98. The contractor is required to conduct the tests to certify that the quality of concrete used meets identified standards and specifications. The contractor shall provide a copy of these tests for COR approval before the concrete pour. The samples shall be tested in accordance with the C-39 norm of the ASTM.

## 5.0 STRUCTURE

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

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

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

**5.4 Conventional Masonry:** All walls shall be built in conventional masonry in plastered brick on both sides. Walls shall be vertical and plumb, setting brick in mortar at a 1:4 ratio, forming joints no less than 1.5 cm. All shall have correct bond and leveling. All Instituto Colombiano de Normas Técnicas y Certificación (ICONTEC) standards shall govern. Five percent of a shipment with chips not larger than 25.4 mm (1 in) in any dimension, or cracks not wider than 0.5 mm (0.02 in) and not longer than 25% of the nominal height of the unit; are permitted.

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

**5.6 Sub floor Slab:** The concrete sub floor thickness shall be in accordance with the structural analysis. Materials used for expansions shall absorb setting, or material retraction.

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

**5.8 Roof:** The roof shall have metallic beams, and include anchors. All metallic material shall be coated with pintuco Sika C industrial anti-corrosive or similar at 3 mils of thickness. Sheets shall be attached with self-drilling galvanized screws, and perforations weatherproofed. The efficiency of the metalwork shall be tested, and leaks corrected. Contractor shall use structural fasteners and roof accessories that are moisture and corrosion resistant, and able to support hurricane loads. Exposed roof support structure (i.e. rafters, joists, and beams) shall be painted with anti-corrosive paint. The roof structure shall be included in the drawings, and approved by the COR, before purchase of materials.

**5.9 Electrical House Connection:** Contractor shall provide a house connection for the electrical distribution system to the storage building. It shall be underground Polyvinyl (PVC) pipe and include distribution switchboard and other elements included in COR approved drawings. The main electrical feed and the entire electrical distribution system shall strictly comply with NTC-2050.

**5.10 Internal Electrical Installations:** Contractor shall install all electrical networks required for the operation of the building in accordance with NTC-2050, while taking into account potential house consumption plus 30%. Cable shall be Thermoplastic High Water-resistant Nylon-coated (THWN). The Contractor shall provide calculus records showing actual load and estimated reserve charge with cable caliber for COR's approval.

**5.11 Grounded System:** All outlets, and necessary systems shall be grounded. The contractor shall conduct a survey and tests, to ensure the grounding system meets or exceeds project needs, and complies with Colombian law.

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

**5.12.1** All the electric conductors to be installed in the layout conduit shall meet the following material and installation methods requirements:

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

b) PVC thick wall, and thin wall, non-metallic rigid conduits shall be 26 cells, National Electrical Manufacturers Association (NEMA) TC-2 standard or its equivalent. It shall be good up to 90° C, and weather resistant. All unions and connection accessories shall be PVC, glued with a cement solvent, and sealed tight. Special care shall be taken to cut square, and attach the connectors firmly to boxes or cabinets. All accessories for unions and connections, shall comply with the requirement of the thick wall PVC series SDR-26.

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

d) Galvanized flexible conduit and accessories shall be watertight. Those 1" or greater in diameter shall be insulated. A protection conductor shall be installed for metallic flexible conduit that is not already water tight.

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

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

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

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

i) In areas with false ceilings, the installation of the layout conduit above the ceiling shall depend on the current installation. The conduit shall be rigidly attached, independent of the structure, and no wires used for support. The layout conduit shall not be supported by any equipment, duct, or pipe from other areas.

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

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

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

m) All conduit pipes damaged during installation need to be removed and replaced. When register box installation is necessary, they shall be accessible, but not visible. If only visible areas are available, contractor shall seek COR approval before installation. Switch boxes are not permitted for use as register boxes.

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

o) Expansion joints shall be installed as required. They shall be 0.2 DX type for the entire layout conduit embedded in solid material. Exposed layout conduit shall be in sealed-tight metal flexible lengths, approximately 0.5m as required by the layout conduit it interconnects.

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

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

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

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

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

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

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

**6.0 FUEL SYSTEM:** All fuel systems shall be installed according to the American Society of Mechanical Engineers (ASME) and requirements of the American Petroleum Institute, the American Society for Testing and Materials (ASTM), and the ICONTEC manual.

**6.1 Fuel Storage Specifications:** The Contractor shall provide and install a fuel storage system with one (1) 10,000 gallon capacity tank for gasoline, at the Bahia Solano Deck of Marine Base.

A. The tanks shall be installed in an east-west orientation if possible.

B. Tanks shall be painted a reflective color, such as white. A low-pressure valve shall be installed on top of the tank. In accordance with National Fire Protection Association Standards, all above-ground tanks for the storage of fuel shall be marked with the name of the product they contain, and "FLAMMABLE --KEEP

FIRE AND FLAME AWAY." "NO SMOKING" signs shall also be prominently displayed. Class B fire extinguishers shall be mounted in convenient locations.

- C. Saddles are used to elevate the tank above the ground to prevent corrosion, and leak detection. Three to four steel based saddles large enough to distribute the weight of the tank, on the concrete floor are recommended. Wood bases are not acceptable. A moisture-resistant material shall be placed between the saddle and the tank to allow for expansion.
- D. Manufacture or purchase a steel tank in accordance with Underwriters Laboratories 142. Tank shall be capable of storing petroleum products with specific gravity up to 1.1 including fuel oils, specifically No2 diesel fuel at temperatures up to 150 degrees F.
- E. Provide usable fuel tank volume of 90 percent. Allow 5 percent for sump volume and 5 percent for expansion. Provide stop cock and plug at tank drain. Provide isolation valve on tank discharge that may be locked in an open position.
- F. Fuel distribution system shall comply with the Appendix of National Fire Protection Association (NFPA).
- G. Provide a ladder to allow access at top of tank to comply with applicable Occupational Safety and Health Administration standards and Colombian codes.

## **6.2 Venting Requirements:**

**6.2.1** Provide one (1) normal atmospheric or pressure/vacuum vent for the tank(s).

- 1. Vents shall discharge upward or laterally, and be protected from rain [equipped with a flame arrestor.
- 2. Vents for tanks containing Class 1 liquids shall terminate at least twelve (12) feet above ground level and be located at least five (5) feet from building openings.
- 3. Vent installation shall comply with applicable sections of the fire and mechanical codes, including, but not limited to, NFPA 30A (2-4.5.e) or NFPA 30 (2-3.5).

**6.2.2** Provide one (1) emergency vent for each tank.

- 1. Vent size shall be determined by the tank configuration, the tank capacity, and the product stored.
- 2. Emergency venting shall comply with provisions of NFPA 30A or NFPA 30.

## **6.3 Field Quality Control:**

**6.3.1 Testing:** Tanks and piping shall be tested in the presence of the COR as follows:

**Air Test:** Tank(s) and associated piping shall be pressurized with air to 5 psig for a minimum of 24 hours. The tank, fittings, and piping shall have no more than a 1 psig drop over a period of 24 hours. Air gauge shall be calibrated in ¼ psig increments. Temperature shall be constant during the air test.

**Soap Test:** With Tank and associated piping pressurized at 5 psig, a 1 to 2 percent solution of household detergent in water shall be applied to exterior surface of tanks with sponge or other acceptable means. Leaks revealed by bubbling of soap shall be marked, depressurized, repaired, and retested until no more leaks are found.

After testing, tank and connections shall be thoroughly cleaned and dried.

**6.4 Piping and Valves:** The contractor shall provide and install all piping and valves for the fuel system, and shall include drawings.

**6.4.1 Piping Materials**

- A. All piping shall be American Society for Testing and Materials (ASTM) A 53, schedule 40 black steel pipe.
- B. All underground piping shall be encased in a continuous schedule 40 PVC sleeve with terminations calculated to prevent the intrusion of water

**6.4.2 Fittings and Valves**

- A. All fittings shall be American National Standards Institute (ANSI) B16.3, 300-pound banded malleable iron, threaded. Connections between dissimilar pipe materials shall be isolated with insulating flanges, unions, or gaskets.
- B. Fuel shutoff valves at the tank(s) shall be ball valves. Valves shall be brass or bronze bodied, stainless steel shaft, chrome plated or stainless steel ball with Teflon seat. Valves shall be rated at 150 psi WOG.
- C. Check valves shall be swing type, 150 psig rated, threaded, brass or bronze bodied, with removable stainless steel hinge pin and screwed cap.
- D. Pressure relief valves shall be 150 psig rated, threaded, brass or bronze bodied, and be adjustable from 20 to 100 psi.
- E. Anti-siphon valve(s): PVMC brand Type A, Universal 403, EBW brand 616-300, or equal.
- F. Provision for tank grounding shall be provided.
- G. Contractor shall install a gasoline gun to provide fuel.

**6.5 Pump:** The contractor shall provide drawings, materials, and installation of a pump for the system.

**6.5.1 Pump and Pump Base:** The base (dimensions based on the design and the tank size) shall be a concrete pad used to elevate the fuel pump above the collection pad, and close to the catch basin. They shall not interfere with the flow of spilled fuel and water into the catch basin. Safety posts shall be installed to prevent vehicle contact with the structure. Plumbing from the tanks to the pumps shall be of materials resistant to petroleum deterioration. All plumbing shall be visible for leak observation. Automatic shut-off valves shall be installed between the fuel pumps and tanks for safety. Provide 120 V, single phase, Totally Enclosed Fan Cooled (TEFC) motor driven, positive displacement gear pumps, which shall be suitable for exterior service. Pumps shall be rated at 150 psig, cast iron with bronze bearings, mechanical seals with built in relief valve. Pumps and accessories shall be mounted in 304 stainless steel enclosures with adequate room for access.

**6.6 Catch Basin:** The basin shall be a semi-below ground pit to catch and contain spilled fuel from the storage tank and loading pad, to prevent fuel from contaminating the surrounding soil.

**6.6.1 Size:** The basin shall be large enough to capture spills from the largest tank, plus at least 10 percent for accumulated water. The dimensions are based on 110 percent of the indicated tank's volume.

**6.6.2 Basin Walls:** Walls may be concrete block, or cast in place. Either shall be impervious to water, corrosives, and fuel. Wall dimensions shall be IAW drawings provided by the contractor, and approved by the COR

**6.6.3 Basin Pad:** The basin pad shall also be impervious to water, corrosives, and fuel. The pad shall extend at least one foot farther than the walls on all sides.

**6.6.4 Floor:** The thickness shall be calculated by the load weight of the filled larger tank. The number and configuration of the saddles shall determine pad thickness. It shall be sloped to a lower point valve for drainage.

**6.6.5 Sump Pump System:** Construct a sump pit at a location along the outer perimeter of the catch basins, where it will not interfere with the tank saddles or general operation. This pit shall be approximately 4 feet x 4 feet x 4 feet, and shall be included contractor provided drawings, and approved by the COR before construction. The pump shall be manually controlled to cause a minimum of turbulence, and set-up to leave six inches of sludge at the bottom, and six inches of liquid at the top.

**6.6.6 Electrical Components:** All electrical components within the system for the fuel pumps, sump pump, lights, or other electrical components must be water and explosion proof.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY REFERENCE

52.236-5                    Material and Workmanship                    APR 1984

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	120 dys. ADC	1	SEE THE ATTACHED PWS/SPEC DESIGNATED COR OR POC FOR COMPLETE DELIVERY INFORMATION SEE SCHEDULE FOB: Destination	WF7LKT
0002	120 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

## CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
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## CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 days. \* The time stated for completion shall include final cleanup of the premises.

(End of clause)

Section G - Contract Administration Data

PAYMENT INSTRUCTIONS

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

The following instructions are added to paragraph (g):

**PAYMENT PROCESS / PROCESO DE PAGO:**

**TO SUBMIT THE INVOICE:**

Present an Original invoice and one copy to the USMILGRP Payment Office at one of the below addresses:

**Within Colombia:**

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

Invoices will be received **ONLY** on Tuesdays from 10:00am thru 12:00 pm by Tatiana Suarez Ext 2765.

**Or if sent from the U.S:**

Billing Address:  
USMILGRP-BOGOTA  
ATTN: TATIANA SUAREZ  
CONTRACTING OFFICE  
UNIT 5140  
APO AA 34038

**Or to the following e-mail addresses:**

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

**Note:**

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

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

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

Please submit a copy of the Contract with each invoice.

**PARA RADICAR LA FACTURA:**

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

**Dentro de Colombia:**

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

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

**Si se envia desde los Estados Unidos:**

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

**O pueden ser enviadas a los siguientes correos electronicos:**

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

**Nota:**

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

LA FACTURA NO SE PROCESARA SI NO SIGUE ESTAS INSTRUCCIONES.

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

Por favor anexe una copia del contrato a cada factura.



## Section H - Special Contract Requirements

SPECIAL INSTRUCTIONS  
SPECIAL INSTRUCTIONS

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

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

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

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

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

**5.0 Work Quality and Stability: (Warranty)** Contractor shall ensure the quality of the construction during the warranty period. This warranty shall remain valid for three (3) years from the date of final payment. This warranty shall be provided to the Contracting Officer (KO) no later than eight (8) days before the final contract acceptance date.

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

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

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

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

**7.3 Drawings:** Original and two copies of all as-built (Record Drawings) including all construction details presented on large sheets (1 m x 0, 70 m).

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

**7.5 Payment Certification -** Written Certification of all final payments made to the suppliers, subcontractors and workers. This submission of a written certification shall be signed by an authorized representative of the company witnessing that the contractor has fully paid his suppliers, workers and subcontractors is required.

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

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

## **8.0 SPECIFICATIONS CHANGES:**

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

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

## **9.0 STANDARDS:**

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

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

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

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

**9.5 Project Schedule:** The Contractor shall submit a detailed project schedule to the COR within ten (10) days of contract receipt. The schedule shall take into account down days for inclement weather. Contractor shall include quality assurance inspections and Activity Hazard Analysis (applicable to all types of work to be performed) in advance of any work such as site preparation, and concrete work. The project schedule shall have expected

completion dates, execution time of each phase, mid-point completion of project, and monetary values. If a schedule needs changed, a new schedule shall be submitted to the COR for approval within two (2) working days.

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

## **10.0 CONTRACTOR RESPONSIBILITY:**

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

**10.2 Schedule:** The work schedule shall be from 7:00 a.m. to 4:00 p.m. If other times are necessary, the contractor shall receive approval of the change two (2) days before new schedule begins. If overtime is necessary, contractor shall receive COR approval 72 hours in advance. The contractor shall notify the COR and installation POC at least five (5) days prior to any holiday they plan to work; to ensure base access. Overtime, if incurred shall be the contractor's responsibility and shall not be charged to the contract.

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

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

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

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

Full Name

Place and Date of Birth

Current Address

Identification Number

## **11.0 LAWS AND REGULATIONS:**

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

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

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

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

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

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-7	Permits and Responsibilities	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.246-21	Warranty of Construction	MAR 1994
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

## CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

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

Coercion means--

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

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

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

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

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

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

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

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

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

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

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

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

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

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



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

---

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

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

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

(2) Required subcontractor termination;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

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

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

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

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

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

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

(End of clause)

#### 52.243-4 CHANGES (JUN 2007)

- (a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--
- (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished property or services; or
  - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating
- (1) the date, circumstances, and source of the order and
  - (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

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

Title	File	Drawing No.
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(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.225-20            Prohibition on Conducting Restricted Business Operations in AUG 2009  
Sudan--Certification

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.232-16	Progress Payments	JUL 2009
52.236-28	Preparation of Proposals--Construction	OCT 1997

## CLAUSES INCORPORATED BY FULL TEXT

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

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

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

Site visit will be conducted at the fuel storage are on 8 Sept 2010. All coordination for the site visit will be done by Fayberth Vela.

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

Name: Fayberth Vela  
 Telephone: 311-516-5697

(End of provision)

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

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

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

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

(End of provision)

## INSTRUCTIONS AND EVALUATION

### INSTRUCTIONS TO OFFERORS

1. Period of Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers.

1.1 Proposals are due by 1000 hrs on 15 Sept 2010.

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

<u>NO. OF CONTENT</u>	<u>PAGE FORMAT</u>	<u>COPIES</u>
Technical (includes past performance)	Hardcopy	Two
Price Proposal	Hardcopy	One
	Electronic	One

## 2. PROPOSAL FILE LABELS AND DELIVERY

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

Title

Request for Proposal/Solicitation Number

Offeror's name

Proposals shall be marked "SOURCE SELECTION SENSITIVE"

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

### Delivery Address:

US Embassy

Contracting Office

Cra 45 No 24B-27

Bogota, Colombia

ATTN: Michael Haydo

### Email Address:

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

PRICE LIST

PRICE LIST						
FUEL STORAGE FACILITY						
COASTGUARD, BAHIA SOLANO, CHOCO, COLOMBIA						
Item	Description	Unit	Quantity	Unit. Value	T. Value COP\$	T. Value US\$
<b>1</b>	<b>DRAWINGS</b>				\$ -	
1.1	Structural and architectonic drawings	ea	1	\$ -	\$ -	
1.2	Fuel System drawings	ea	1	\$ -	\$ -	
1.3	Electrical drawings	ea	1	\$ -	\$ -	
<b>2</b>	<b>LOCATION AND LAYING OUT</b>				\$ -	
2.1	Location and laying out	ea	1	\$ -	\$ -	
2.2	Provisional camp and fencing	ea	1	\$ -	\$ -	
2.3	Excavations	m3	15.2	\$ -	\$ -	
2.4	Compacted filling road gravel type B-200 or similar	m3	14.4	\$ -	\$ -	
<b>3</b>	<b>PUMP HOUSE IN TANK AREA</b>				\$ -	
3.1	Footing	m3	0.26	\$ -	\$ -	
3.2	Foundation beams	m3	0.5	\$ -	\$ -	
3.3	Concrete slab on grade	m3	0.8	\$ -	\$ -	
3.4	Columns	m3	0.55	\$ -	\$ -	
3.5	Masonry	m2	11.22	\$ -	\$ -	
3.6	Stucco 1:3 (painted)	m2	22.44	\$ -	\$ -	

				-	-
3.7	Concrete slab on top	m2	4	\$	\$
				-	-
<b>4 PUMP HOUSE IN DECK</b>					\$
					-
4.1	Pump house in deck	ea	1	\$	\$
				-	-
<b>5 CONCRETE STRUCTURES FOR FUEL TANK</b>					\$
					-
5.1	Footing	m3	2.88	\$	\$
				-	-
5.2	Slab on grade	m3	12	\$	\$
				-	-
<b>6 METALLIC STRUCTURE AND ROOFING</b>					\$
					-
6.1	Metallic structure	m2	40.0	\$	\$
				-	-
6.2	Roof cover	m2	40.0	\$	\$
				-	-
6.3	Gravel for rainwater	m	3.4	\$	\$
				-	-
<b>7 MASONRY</b>					\$
					-
7.1	Masonry (concrete blocks)	m2	28.0	\$	\$
				-	-
7.2	Stucco 1:3 (Internal waterproof)	m2	56.0	\$	\$
				-	-
<b>8 INSTALLATIONS</b>					\$
					-
9.1	External electric connection	ea	1	\$	\$
				-	-
9.2	Grounded system	ea	1	\$	\$
				-	-
9.3	Internal electrical installation	ea	1	\$	\$
				-	-
9.4	Electrical outlets	Un	5	\$	\$
				-	-
9.6	Lights	Un	5	\$	\$
				-	-
<b>7 FUEL SYSTEM</b>					\$
					-
10.1	Fuel Tank (10.000 gal)	Un	1	\$	\$
				-	-
10.2	Fuel pipes and valves	Un	70	\$	\$

				-	-
10.3	Pumps (electrical)	Un	2	\$	\$
				-	-
10.4	Pumps (fuel)	Un	2	\$	\$
				-	-
<b>8 FINAL CLEAN UP AND FINISHES</b>					<b>\$</b>
					<b>-</b>
13.1	General cleanliness	ea	1	\$	\$
				-	-
	<b>SUM OF ITEM</b>	\$			\$
		1,800			-
	Administration and Unforeseen (A,U)	25%			\$
					-
<b>TOTAL ESTIMATED COST US GOVERNMENT</b>					<b>\$</b>
					<b>-</b>
	<b>SUM OF ITEMS</b>				\$
					-
	Estimated IVA (TAXES) for Contractor	16%			\$
					-
	Estimated Profit for Contractor	7%			\$
					-
<b>TOTAL ESTIMATED COST FOR CONTRACTOR</b>					<b>\$</b>
					<b>-</b>
	<b>Execution Time in Calendar Days</b>	120			
		Days			
	Payment form				
	Guarantee				

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of provision)

BASIS FOR AWARD

## BASIS OF AWARD

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

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

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

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

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

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

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

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

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

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

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

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