

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N33191-16-R-1408	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 17-Mar-2016	PAGE OF PAGES 1 OF 22
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY NAVFAC EUROPE AFRICA SOUTHWEST ASIA PSC 817 BOX 51 FPO AE 09622-0051 TEL: 39 081 568 7750	CODE N33191	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7
FAX: 39 081 568 7750		TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME OSVALDO J. RODRIGUEZ	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> +39-081-568-6401
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SOLICITATION

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

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

REQUEST FOR PROPOSAL N33191-16-R-1408, RENOVATE BUILDING 213, CAMP LEMONNIER, DJIBOUTI AFRICA

The purpose of this contract is for the design build construction necessary to design and renovate Building 213 in Camp Lemonnier, Djibouti in accordance with the attached Performance Technical Specifications.

Proposals shall be submitted electronically via email to Osvaldo J. Rodriguez, osvaldo.rodriguez@eu.navy.mil on or before the time and date specified in Block 13 of this document.

Time = Central European Summer Time (CEST)

Pre-proposal questions will be accepted up to three (3) calendar days after the site visit date. Responses will be published via amendment to the solicitation.

In accordance with FAR 15.101-2, award will be made to the lowest price technically acceptable offeror.

In accordance with FAR 36.204, the magnitude of this project is expected to be between \$25,000 and \$100,000.

11. The Contractor shall begin performance within 10 calendar days and complete it within 60 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See _____.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS
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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 03:00 PM (hour) local time 26 Apr 2016 (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 10 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

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

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

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

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Renovate Building 213 FFP The Contractor shall provide all labor, supervision, materials, equipment, Quality Control, Safety (including safety precautions and Personnel Protective Equipment) and management required to perform all work to complete the design and renovation of Building 213 in accordance with the Performance Technical Specifications - Attachment 1 to this solicitation. FOB: Destination	1	Each		
NET AMT					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	N/A FOB: Destination	

INSTRUCTIONS TO OFFERORS

****READ ALL INSTRUCTIONS CAREFULLY****

I. INSTRUCTIONS FOR PREPARATION OF PROPOSALS

1. GENERAL

Proposals shall be submitted electronically to Osvaldo J. Rodriguez, osvaldo.rodriguez@eu.navy.mil, on or before the time specified in Block 13 of the Standard Form (SF) 1442. The submittal closing time and receipt of proposals shall be established by the time on the receiving Contract Specialist computer. The offeror is responsible to verify Government receipt of proposals.

Proposals shall be submitted in English and sent in PDF format via email. Submit the Price Proposal and Non-Price Proposal in two separate PDF files. Total size per email shall not exceed 5 megabytes to ensure receipt by U.S. Government email systems.

The solicitation will result in the award of one (1) firm-fixed price contract to one (1) successful offeror offering the **LOWEST PRICE TECHNICALLY ACCEPTABLE OFFER**.

2. NOTICE TO OFFERORS: Preference for Products or Services of Djibouti Solicitation [Low Price Technically Acceptable]

This solicitation contains a preference for products or services of Djibouti and proposals will be evaluated in accordance with the evaluation procedures at DFARS 225.7798-5(b). (Deviation 2016 – O0005)

This solicitation contains DFARS 252.225-7982 Deviation 2016-O0005, “Preference for Products or Services of Djibouti.” In accordance with (a)(2)(i) and (ii) of DFARS 252.225-7983 Deviation 2016-O0005 (as incorporated by reference by DFARS 252.225-7982, “Requirements for Products or Services of Djibouti”), the U.S. Embassy Djibouti maintains a list of companies which have been determined as eligible for a contracting preference under the U.S. Government’s Djibouti First legislation; in other words, those companies meet the DFAR definitional requirements for “service of Djibouti.”

Prospective offerors must be included as an eligible company on the U.S. Embassy Djibouti list by the date and time of receipt of offerors to avoid the percentage added to its price for evaluation purposes pursuant to DFARS 252.225-7982(d) Preference for Djibouti Products or Services of Djibouti (Deviation 2016-O0005).

ALL QUESTIONS CONCERNING THIS SOLICITATION SHALL BE ADDRESSED TO OSVALDO J. RODRIGUEZ VIA EMAIL AT osvaldo.rodriguez@eu.navy.mil.

3. SITE VISIT

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 are urged and expected to inspect the site where the work will be performed.

A site visit is scheduled for April 12, 2016 at 1300 East Africa Time Zone (EAT). All parties will meet at Building 211, Camp Lemonnier, Djibouti, Africa.

Please note there are stringent security requirement to access the base, all steps must be followed in the time frames provided to gain access.

If you do not have CLDJ base access, the attached Base Access Request Form must be completed and returned to this office for CLDJ security review and approval(s). Contractors are restricted to only two (2) personnel to attend the site visit. Return all completed forms via email to Ms. Ayan Farah at ayan.o.farah2.fn@mail.mil with a copy to Mr. Osvaldo Rodriguez at osvaldo.rodriguez@eu.navy.mil no later than COB March 22, 2016. Any submissions after that date will not be processed and access will be denied.

The Government will not provide any verbal answers to any questions posed during the site visit. Offerors shall

provide written Pre-Proposal Inquiries per the instructions below. Remarks and explanations addressed during the site visit shall not qualify or alter any solicitation terms or conditions. The terms and conditions of this solicitation will remain unchanged unless amended in writing.

4. AMENDMENTS

If necessary, any subsequent Amendment will be posted to the European Navy Electronic Commerce Online (EuroNECO) website at <https://euro.neco.navy.mil>. All documents in EuroNECO will be transmitted to the Navy Electronic Commerce Online (NECO) website at <https://www.neco.navy.mil>, and the Federal Business Opportunities (FBO) website at <https://fbo.gov>. It is highly recommended that firms register on the EuroNECO, NECO, or FBO websites as plan holders. It is the Offeror's responsibility to check the designated websites periodically for any amendments to the solicitation.

5. INSTRUCTION FOR SUBMITTING PRE-PROPOSAL INQUIRIES

Offerors who determine that the technical and/or contractual requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing. Inquiries shall be submitted using the Pre-Proposal Inquiry (PPI) form provided as Attachment 5, via e-mail to Mr. Osvaldo J. Rodriguez at Osvaldo.rodriguez@eu.navy.mil. Receipt will be acknowledged. The PPI shall reference the drawing/detail and/or the specification section, including the paragraph number and include only one question per form. Verbal queries will not be entertained. Responses to the PPI will be provided by Amendment and will be posted to NECO, EuroNECO and FBO websites. Pre-proposal questions will be accepted up to three (3) calendar days after the site visit date. Any inquiries received beyond the three (3) calendar days after the site visit will not be accepted.

6. REQUIRED PROPOSAL DOCUMENTS

To be found responsible, the offeror shall submit all of the following requested items:

A) PRICE PROPOSAL

(1) *Solicitation Submittal Requirements:*

(a) STANDARD FORM 1442, SOLICITATION, OFFER, AND AWARD

- The Offeror **MUST** complete Blocks 14 through 20c. In Block 14 please include a Point of Contact with a valid phone number and email address. Offerors shall provide an NCAGE Code in Block 14.

(b) SECTION 00010 – SOLICITATION CONTRACT FORM, PRICE SCHEDULE

- The Offeror **MUST** fill out the dollar amount for Contract Line Item Number (CLIN) 0001 in Section 00010 – Solicitation Contract Form of the SF1442. The amounts shall be the total amount to complete the construction, exclusive of VAT. Offerors shall provide their Price Proposal in U.S. Dollars. Award will be made in US Dollars; therefore the offeror's bank must be able to accept U.S. Dollars as payment. Offeror must have a bank.

(c) SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS

- The Offeror **MUST** sign and acknowledge the Representations and Certifications applicable to this procurement in Section 00600 – Representations and Certifications.

(2) *Basis of Evaluation:* The Government will evaluate price based on the total price, exclusive of VAT. The Offeror **MUST** fill out the VAT Tax exemption rate in DFAR 252.229-7001 TAX RELIEF (SEP 2014)

of Section 00700 – Contract Clauses. Total price consists of CLIN 0001 (see Section 00010 – Solicitation Contract Form of the solicitation). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the solicitation.
- (ii) Comparison of proposed prices with the Independent Government Estimate.
- (iii) Comparison of proposed prices with available historical information.

For the purpose of evaluating competitive offers when using the evaluation percentage specified in DFARS 252.225-7982(d), the contracting officer will increase by 40% the prices of offers of products or services that are not goods or services of Djibouti as defined above. In order to be considered as Djibouti First, offerors to perform services must be determined to be providing a “service of Djibouti,” pursuant to DFARS 225.225-7983 Deviation 2016-O0005. Award will be made at the price submitted by the successful offeror.

B) NON-PRICE PROPOSAL

The Technical Proposal **MUST** include the following factors:

Factor 1 - Corporate Experience:

Solicitation Submittal Requirements: The offeror **MUST** provide a minimum of one (1) but no more than two (2) relevant project(s) for which the offeror was the prime contractor. Relevant project(s) **MUST** meet the following requirements:

1. Design and construction for a renovation of an existing building; **and**
2. Demonstrate a similarity in magnitude with a value of at least \$25,000; **and**
3. Performed in Djibouti within the last 5 years at the date of issuance of this RFP; **and**
4. Must be at least 70% complete at the date of issuance of this RFP.

Failure to submit one (1) relevant project may lead to the offeror being eliminated from competition for failing to submit a complete proposal. If more than two (2) projects are submitted, only the two (2) most recently completed projects will be evaluated.

Relevant contracts must show experience in both design and construction in order to be considered acceptable for this factor.

Use the Contract Data Sheet (Attachment 2) to submit projects. In lieu of the Contract Data Sheet, offerors can provide relevant project information documentation separately. Whether submitted on the Contract Data Sheet or as separate documentation, project descriptions for each project shall explain the detailed scope of work performed and the relevancy to the project requirements of this solicitation. Offerors must include sufficient information in their proposal to establish the relevancy of their submitted projects.

- All projects submitted that are outside of the specified period will not be considered relevant.
- Proposals that fail to provide all requested data, an accessible point of contact, or correct phone/fax numbers may result in the project not being evaluated or the project being found not relevant.
- The total length for each project shall not exceed two (2) pages, single sided, with a minimum font size of twelve (12).

A project is defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole should not be submitted as a project, and if submitted, it will not be evaluated; rather, offerors should submit the work performed under a task order as a project.

Basis of Evaluation: To receive an acceptable rating in this factor, the offeror must demonstrate experience performing at least one (1) relevant project as defined in the solicitation submittal requirements. The assessment of

the offeror's relevant experience will be used as a means of evaluating the capability of the offeror to successfully meet the requirements of the RFP. The Government will review a maximum of two (2) projects. An offeror will be rated UNACCEPTABLE if the offeror does not submit the minimum number of relevant projects (1). Any projects submitted in excess of the two (2) for Corporate Experience will not be considered.

Factor 2 – Safety:

Solicitation Submittal Requirements: Contractor is required to submit completed Safety Checklist form. By signing this form the contractor is stating that they will comply with safety regulations, provide a safety plan, provide a competent employee in accordance with EM 385-1-1 and provide all Personal Protective Equipment to employees.

Basis of Evaluation: To receive an acceptable rating for this factor the offeror must provide signed copy of the safety checklist. Failure to provide a completed Safety Checklist will result in a rating of Unacceptable.

Safety Checklist Form

The contractor shall comply with local safety regulations, unless the US safety regulation described in the US Army Corps of Engineers Manual (EM385-1-1) is more stringent and not in conflict with the local regulations. In this last case, the contractor shall comply with the requirements of the Safety Manual EM385-1-1 which can be downloaded here: http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

The contractor will provide a safety plan to monitor personnel performance during construction. In addition, the contractor will provide one competent employee in accordance with EM 385-1-1 to ensure execution of the safety plan.

The contractor shall provide all Personal Protective Equipment (PPE) to employees, including but not limited to:

- Steel toed shoes
- Helmets
- Vests
- Gloves
- Eye protection
- Hearing protection
- Shoring for excavation, as needed

The contractor shall provide all necessary and required Personal Protective Equipment (PPE), which shall be used as required by the specific risk. The use of helmets or "hard hats" is absolutely required for all personnel entering the job site. In addition the contractor shall have a minimum of 5 new hard hats to be used by any authorized visitor to the job site.

The contractor's price shall include the cost for any and all safety requirements for this project.

By signing this you, as the contractor, acknowledge and agree to the safety factor certification requirements. Please provide a signed copy with your proposal submittal. If this is not submitted with your proposal, your proposal for Factor 2 will determined to be unacceptable.

Contractor's Printed Name: _____

Contractor's Signature: _____

Company Name: _____

Date: _____

Factor 3 – Past Performance:

Solicitation Submittal Requirements: The offeror shall provide a past performance evaluation for each project submitted under Factor 1 – Corporate Experience. If a completed Construction Contractor Appraisal Support System (CCASS) or DD Form 2626 Performance Evaluation (Construction) is available, it shall be submitted with the proposal. If there is not a completed evaluation then the offeror shall submit Past Performance Questionnaires (Attachment 3) for each project included in Factor 1 – Corporate Experience.

If a Past Performance Questionnaire (PPQ) is submitted, ensure correct phone numbers and email addresses are provided for the client point of contact. Past Performance Questionnaires must be completed by the customer(s) of the project(s) submitted under Factor 1. Failure of references to be able to respond to past performance inquiries may preclude the evaluator's ability to assign a past performance rating of Acceptable. If the evaluation is in other than English, provide a translation of the evaluation into English.

The Government may review any other sources of information for evaluating past performance. Sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/ subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the offeror.

Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- How recently the tasks that are identical to, similar to, or related to the task at hand were performed.

To receive an Acceptable rating, a minimum of one (1) relevant project as defined in Factor 1 – Corporate Experience must have a past performance rating of "Satisfactory" or higher. Ratings of "Marginal" or lower will be considered "Unacceptable."

Offerors lacking relevant past performance history, but not due to the offerors' failure to provide past performance information, will not be evaluated favorably or unfavorably in past performance. In the context of acceptability/unacceptability "unknown" shall be considered "Acceptable." However, as noted above, failure to submit one (1) relevant project may lead to the offeror being eliminated from competition for failing to submit a complete proposal.

II. BASIS OF AWARD

THE SOLICITATION WILL RESULT IN THE AWARD OF ONE (1) FIRM-FIXED PRICE CONTRACT TO ONE (1) SUCCESSFUL OFFEROR OFFERING THE LOWEST PRICE TECHNICALLY ACCEPTABLE OFFER.

An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

The proposals are intended to be evaluated, and award made, without discussions with the offerors (other than those communications conducted for the purpose of minor clarification(s)), unless discussions are determined to be necessary by the Contracting Officer.

In accordance with FAR 9.104-3, the Contracting Officer shall require acceptable evidence of the prospective contractor's ability to obtain required resources and be determined responsible. If the Contracting Officer determines the lowest price technically acceptable offeror to not be responsible, the Government reserves the right to award to the next responsible, lowest price technically acceptable offeror. The Government may award to the lowest price technically acceptable offeror without discussions.

III. REQUIREMENTS FOR OFFERORS

DUNS, NCAGE AND SAM REGISTRATION

The Government requires an offeror to have a current DUNS Number, NCAGE Code, and register in the System for Award Management (SAM) prior to award of a contract with the US Government. It is the responsibility of the offeror to comply and register. If you currently do not have a DUNS, NCAGE, or SAM registration, information is provided below to assist you. Offerors must provide a Dun and Bradstreet (DUNS) number and NCAGE code when submitting proposals.

IF YOU DO NOT ALREADY HAVE A DUNS OR NCAGE CODE THE FOLLOWING INSTRUCTIONS ARE GIVEN:

DUNS:

Please take these steps to receive a DUNS number:

1. Go to <http://fedgov.dnb.com/webform>
2. Click "Begin DUNS Search"
3. Choose your country and fill out a short form.
4. Dun & Bradstreet will list up to 3 matches. If your entity is not listed, choose "request new DUNS" and continue from there. Dun & Bradstreet generally responds to each webform submittal within 24-48 hours.

SAM:

To create an account and access SAM as a new user:

1. Go to <https://www.sam.gov>
2. Click on "Create User Account"
3. Complete the requested information, and then click "Submit/Create."
4. Select "Individual User Account."
5. You will receive an email confirming you have created a user account in SAM. You can now register an entity, search For Official Use Only (FOUO) information, and (if you are a designated government official) enter exclusions into the system.

To register in SAM as an entity:

1. Login to SAM with your user ID and password (received after completing the steps above)
2. Gather all of the required information needed to complete your registration.
3. Click on "Register New Entity" from the left side navigation pane.
4. Complete and submit the online registration. It is estimated that it will take approximately 30 minutes to complete registration if you already have all the necessary information on hand, depending upon the size and complexity of your entity.
5. You will receive an email confirming that your registration is in process. Note that new registrations can take an average of 7-10 business days to process in SAM. SAM must send out some information for validation with outside parties before your registration can be activated.

Required information for SAM registration:

- Your Data Universal Numbering System (DUNS) number from Dun & Bradstreet, and the name and address associated with that DUNS
- Your Taxpayer Identification Number and the name associated with that TIN, if applicable (from your W-2 or W-9)

- Your Contractor and Government Entity (CAGE) Code (or NCAGE), if you already have one (if you don't, one will be assigned to you during registration)
- Your Electronic Funds Transfer information, such as your financial institution's ABA Routing Number and your account number, along with the bank phone or fax number

****Please contact the Federal Service Help Desk at <https://www.fsd.gov/app/sam/> if you have any questions during the registration process****

The DUNS and NCAGE numbers must be indicated on the SF 1442 in the same block as your company

name. ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at the site is being conducted by any employee of the Contractor, the Contractor shall have a representative present on the site that is capable of explaining the work operations and receiving instruction in the English language. The Contracting Officer shall have the right to determine without appeal of such decision, whether the proposed representative has sufficient technical and lingual capabilities and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

ATTACHMENTS

- Attachment 1: SOW and Drawings
- Attachment 2: Contract Data Sheet
- Attachment 3: Past Performance Questionnaire
- Attachment 4: Base Access Request Form
- Attachment 5: Pre-Proposal Inquiry Form

Note: The Government intends to include all cited attachments with the RFP, if, however, the attachments are not included due to technical limitations, they will subsequently be provided as an amendment to the RFP.

****PLEASE RE-READ ALL INSTRUCTIONS****

Section 00600 - Representations & Certifications

REQUIRED PROPOSAL DOCUMENT

**CERTIFICATION REGARDING ACCEPTANCE
OF SPECIFIC PROVISIONS OF THE CONTRACT**

The Contractor hereby acknowledges that is has read and accepts the following clauses contained in FAR 52.204-8 Representations and Certifications (May 2012) that are applicable to this procurement.

52.203-2 Certificate of Independent Price Determination (Apr 1985)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

52.222-38, Compliance with Veterans' Employment Reporting Requirements (Sep 2010)

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug 2009)

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--
Representation and Certification (Dec 2012)

The Offeror hereby certifies that it shall obtain all applicable licenses and registration to do business in the country of Djibouti. (Failure to be able to obtain the required licenses and registrations after award will result in the contract being terminated for default.)

Contractor's Printed Name: _____

Contractor's Signature: _____

Company Name: _____

Date: _____

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.211-13	Time Extensions	SEP 2000
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-50	Combating Trafficking in Persons	MAR 2015
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-13	Alternative Payment Protections	JUL 2000
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
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

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$200.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (JULY 2013)

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

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

(c) Designated Office:

Name:

NAVFAC EURAFSWA

Mailing Address:

**PSC 817 BOX 51
FPO, AE 09622-0051**

Telephone Number:
+39 081 568 4071

Person to Contact:
Oswaldo J. Rodriguez

Electronic Address:
Oswaldo.rodriguez@eu.navy.mil

(End of clause)

52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the

Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NAVFAC EURAFSWA
PSC Box 817 Box 0051
FPO AE 09622-0001
Attn: Dale Rieck
Email: dale.c.rieck@eu.navy.mil

(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)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.225-7982 PREFERENCE FOR PRODUCTS OR SERVICES OF DJIBOUTI (FEB 2016) (DEVIATION 2016-O0005)

(a) Definitions. "Product of Djibouti" and "service of Djibouti" as used in this provision, are defined in the clause of this solicitation entitled "Requirement for Products or Services of Djibouti" (252.225-7983 (DEVIATION 2016-O0005)).

(b) Representation. The Offeror represents that all products or services to be delivered under a contract resulting from this solicitation are products of Djibouti or services of Djibouti, except those listed in paragraph (c) of this provision.

(c) Other products or services. The following offered products or services are not products of Djibouti or services of Djibouti:

<u>(Line Item Number)</u>	<u>(Country of Origin)</u>
_____	_____

(d) *Evaluation*. For the purpose of evaluating competitive offers, the Contracting Officer will increase by **40%** percent the prices of offers of products or services that are not products of Djibouti or services of Djibouti.

(End of provision)

252.225-7983 REQUIREMENT FOR PRODUCTS OR SERVICES OF DJIBOUTI (FEB 2015) (DEVIATION 2015-O0012)

(a) Definitions. As used in this clause—

(1) "Product of Djibouti" means a product (including a commercial item) that is wholly grown, produced or manufactured in Djibouti. This term does not include construction material brought to a construction site by a contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

(2) "Service of Djibouti" means a service (including construction) that is performed by a person that is—

(i) Operating primarily in Djibouti or is making a significant contribution to the economy of Djibouti through payment of taxes or use of products, materials, or labor of Djibouti, as determined by the Secretary of State; and,

(ii) Is properly licensed or registered by authorities of the Government of Djibouti, as determined by the Secretary of State.

(b) (1) The Contractor shall provide only products of Djibouti or services of Djibouti, unless, in its offer, it specified that it would provide products or services other than products of Djibouti or services of Djibouti.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from Djibouti. (The use of construction material from Djibouti may also be subject to Balance of Payments Program or trade agreements restrictions, if the contract includes the clause 252.225-7044, Balance of Payments Program—Construction Material, used with its Alternate I; or 252.225-7045, Balance of Payments Program—Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX:	RATE (PERCENTAGE):
(Offeror Insert)	(Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

- (c) Prior to commencement of the work, the Contractor may be required to:
- (1) submit in writing his proposals for effectuating provision for accident prevention;
 - (2) meet in conference with representatives of the Contracting Office to discuss and develop mutual understandings relative to administration of the overall safety program

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

___(1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

___(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.