

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N33191-15-R-0823	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 20-May-2015	PAGE OF PAGES 1 OF 83
	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 FAX: 39 081 568 7750	CODE N33191	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME JOSEPH A. MARTINEZ II	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 081-568-7727
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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):*

TITLE: N33191-15-R-0823, PAINTING, PAVING AND ROOFING CONTRACT, NAVAL STATION ROTA, SPAIN

GENERAL DESCRIPTION: The work includes, but is not limited to perform construction, repair, alteration, and maintenance services for painting, paving and roofing at Naval Station Rota, Spain. The contract will be an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract that includes Firm Fixed Prices.

Duration of this Contract is a 12 month Base Year with four (4), 12-month Options, for a total of 60 months to be executed at the Government's discretion. The period of performance for the base year of the contract is 365 days. The Period of performance for task orders will be established on the individual task orders.

The maximum aggregate value of awarded task orders is \$25,000,000. Task order range for this contract is \$3,000 to \$1,000,000 (how ever smaller and/or larger values may be considered). The guaranteed minimum is \$5,000 and shall be obligated during the base period.

FIRMS MUST HOLD THE REQUIRED SPANISH CERTIFICATES OF CLASSIFICATION TO BE ELIGIBLE FOR AWARD (SEE SECTION 1.2 of the Instructions to Offerors).

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ 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 type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 19 Jun 2015 (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 150 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	<p>Base Period - FFP FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, with preestablished unit prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, who will issue Task Orders. Award of Task Orders will be on a firm fixed price basis. The aggregate value of all delivery orders awarded under this contract is not to exceed \$25,000,000.00 (Base and four option periods) for a total of 60 months, whichever comes first. FOB: Destination</p>	25,000,000	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	<p>Option Period 01-FFP FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, with preestablished unit prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, who will issue Task Orders. Award of Task Orders will be on a firm fixed price basis. The aggregate value of all delivery orders awarded under this contract is not to exceed \$25,000,000.00 (Base and four option periods) for a total of 60 months, whichever comes first. FOB: Destination</p>	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Option Period 02-FFP FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, with preestablished unit prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, who will issue Task Orders. Award of Task Orders will be on a firm fixed price basis. The aggregate value of all delivery orders awarded under this contract is not to exceed \$25,000,000.00 (Base and four option periods) for a total of 60 months, whichever comes first. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Period 03-FFP FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, with preestablished unit prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, who will issue Task Orders. Award of Task Orders will be on a firm fixed price basis. The aggregate value of all delivery orders awarded under this contract is not to exceed \$25,000,000.00 (Base and four option periods) for a total of 60 months, whichever comes first. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Option Period 04-FFP FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, with preestablished unit prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, who will issue Task Orders. Award of Task Orders will be on a firm fixed price basis. The aggregate value of all delivery orders awarded under this contract is not to exceed \$25,000,000.00 (Base and four option periods) for a total of 60 months, whichever comes first. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTION TO OFFERORS

- 1.1 ENGLISH SPEAKING REPRESENTATIVE
- 1.2 CLASIFICACION DE EMPRESAS DE OBRAS CERTIFICATION
- 1.3 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), ETC.
- 1.4 SYSTEM FOR AWARD MANAGEMENT
- 1.5 CAGE/NCAGE CODE
- 1.6 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS
- 1.7 INSTRUCTIONS FOR SUBMITTING PRE-PROPOSAL INQUIRIES (PPI)
- 1.8 AMENDMENTS
- 1.9 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION
- 1.10 PERFORMANCE GUARANTEE

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1.1 ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at the site is being conducted by an employee of the Contractor or his subcontractors, the contractor shall have a representative present on the site capable of explaining the work operations and receiving instructions 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.

1.2 CLASIFICACION DE EMPRESAS DE OBRAS CERTIFICATION

Offerors must hold an updated Certificate of Classification issued by the “Clasificacion de Empresas de Obras” of the Ministerio de Economia y Hacienda” covering the following groups, subgroups, and categories.

Group	Subgroup	Category
C	7	D
G	6	D
K	4	D

Proposals received from firms which do not individually or jointly hold an appropriate Certificate of Classification shall be considered nonresponsive.

1.3 JOINT VENTURES (JV) AGREEMENTS

FOR THE PURPOSES OF THIS SOLICITATION, A JOINT VENTURE (JV) REFERS TO A U.S.-STYLED FORMAL LEGAL ENTITY IN THE NATURE OF A PARTNERSHIP COMPRISED OF TWO OR MORE PERSONS OR COMPANIES. EACH JOINT VENTURE MUST PROVIDE ONE (1) CAGE/NCAGE CODE, ONE (1) DUNS NUMBER FOR THE JOINT VENTURE AND ONE (1) DUNS NUMBER FOR EACH MEMBER COMPRISING THE JOINT VENTURE. EACH JOINT VENTURE MUST BE REGISTERED IN THE CCR USING THE NAME OF THE JOINT VENTURE.

Joint Venture Offerors (JV) offerors, shall provide with their proposal a notarized legal document that establishes the JV. The JV Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. Submission of the notarized legal document that establishes the JV shall be furnished with the proposal in its original language version along with a certified English translation of the notarized JV document. **The Joint Venture must be formed and valid at the time of submission of the proposal.** The validated notarized legal document must include language that each member of the JV will be jointly and severably liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV.

1. The Joint Venture Agreement shall include, at a minimum, the following:

- (a) Name of firms that form the JV and the name of the JV.
- (b) Name and title of the corporate officials signing on behalf of each party.
- (c) Solicitation number.
- (d) Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of C-2-d.)
- (e) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after contract completion."
- (f) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.
- (g) Statement under oath stating that the Joint Venture(JV) is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement must be signed under oath by all members comprising the Joint Venture.

The U.S. Government reserves the right to review the actual JV Agreement to determine its basis and compliance with the applicable laws. Any internal agreements affecting the internal composition of the existing JV and its potential liabilities in relation to the contract (performance guarantee, insurance, etc) will be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the JV will require the JV to formally request a Novation Agreement in accordance with FAR 42.12, which will be approved/disapproved at the discretion of the Contracting Officer.

1.4 SYSTEM FOR AWARD MANAGEMENT

a. System for Award Management (SAM) registration is required for all offerors, including Joint Venture (JV) offerors (registration must state the NAME of the JV). SAM registration can be accomplished at <https://www.sam.gov>. Offerors not registered in SAM shall obtain a DUN & Bradstreet (DUNS) number and a CAGE or NCAGE prior to registering in SAM.

b. **A DUNS number is required for all offerors, including JV offerors.** In addition to the DUNS number required for JV, JV offerors must provide **a DUNS number for each member comprising the JV**. DUNS numbers can be obtained at <http://fedgov.dnb.com/webform>. The DUNS number is required in order to register in SAM.

c. CAGE/NCAGE Code – A CAGE/NCAGE Code is required for all offerors, including Joint Venture offerors. Joint Venture offerors must acquire a CAGE/NCAGE Code registered in the Joint Venture name.

(1) U.S. offerors: To obtain a CAGE Code, you must first be registered in SAM. Offerors will be assigned CAGE Codes as part of the SAM validation process.

(2) Non-U.S. offerors ONLY: Non-U.S. offerors must obtain a NCAGE instead of a CAGE Code prior to registering in the CCR database. NCAGE codes may be obtained at the NCAGE website http://www.dlis.dla.mil/Forms/Form_AC135.asp.

1.5 CAGE/NCAGE CODE

1. A CAGE/NCAGE Code is required for all offerors, including JV offerors. JV offerors must acquire a CAGE/NCAGE Code registered in the JV name.

2. U.S. Offerors, including Joint Venture offerors: U.S. offerors must obtain a CAGE Code prior to registering in the SAM database, which is part of the SAM registration process.

3. Non-U.S. (foreign) Offerors ONLY: Non-U.S. offerors must obtain a NATO CAGE (NCAGE) Code instead of a CAGE Code prior to registering in the SAM database. NCAGE codes may be obtained at the NCAGE website http://www.dlis.dla.mil/Forms/Form_AC135.asp.

1.6 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS

All proposals must be received by the time and date stated on the SF 1442, Block 13. The time for receipt of proposals shall be based on the time on the receiving Contract Specialist's computer. Timeliness of proposals will be in strict accordance with FAR 52.215-1. Only those portions received by the specified time and date will be considered and reviewed. Incomplete proposals may result in the rejection of the proposal.

a. **PRICE PROPOSAL**: The Price Proposal shall be submitted via email to Mr. Joseph Martinez at joseph.a.martinez@eu.navy.mil and Mr. Erik Torngren at erik.torngren@eu.navy.mil no later than **19 June 2015 at 14:00 Central European Summer Time (CEST)**. Submit the Price Proposal with the following subject line:

“SOLICITATION N33191-15-R-0823 ROTA PAINTING, PAVING, & ROOFING IDIQ PRICE PROPOSAL”

Multiple emails may need to be sent for any of the submissions, if your e-mail exceeds 5MB. The U.S. Navy computer server will only accept e-mails with attachments up to 5MB. If you need to submit more than one e-mail for the above submission, number them at the end of the e-mail subject title as "1 of ?", "2 of ?", etc.

Proposals not received at the above address on or before the hour and date set for the receipt of proposals shall be considered late, subject to the provisions of FAR Clause 52.215-1 Instructions to Offerors -- Competitive Acquisition (JAN 2004).

The PRICE PROPOSAL shall include the following:

- (1) First page of the proposal shall be in accordance with FAR 52.215-1(c)(2)
- (2) All information required by the Price Proposal submission

b. **NON-PRICE PROPOSAL** (FACTORS 1, 2, 3 and 4): The Non-Price Proposal shall be submitted via email to Mr. Joseph Martinez at joseph.a.martinez@eu.navy.mil and Mr. Erik Tornngren at erik.tornngren@eu.navy.mil no later than **19 June 2015 at 14:00 Central European Summer Time (CEST)**. Submit the Non-Price Proposal with the following subject line:

“SOLICITATION N33191-15-R-0823 ROTA PAINTING, PAVING, & ROOFING IDIQ PRICE PROPOSAL”

Multiple emails may need to be sent for any of the submissions, if your e-mail exceeds 5MB. The U.S. Navy computer server will only accept e-mails with attachments up to 5MB. If you need to submit more than one e-mail for the above submission, number them at the end of the e-mail subject title as "1 of ?", "2 of ?", etc.

Proposals not received at the above address on or before the hour and date set for the receipt of proposals shall be considered late, subject to the provisions of FAR Clause 52.215-1 Instructions to Offerors -- Competitive Acquisition (JAN 2004).

The NON-PRICE PROPOSAL shall include the following:

- (1) First page of the proposal shall be in accordance with FAR 52.215-1(c)(2)
- (2) All information required by Factor 1, Technical Solution
- (3) All information required by Factor 2, Past Performance
- (4) All information required by Factor 3, Safety

1.7 INSTRUCTIONS FOR SUBMITTING PRE-PROPOSAL INQUIRIES (PPI)

Pre-Proposal Inquiries (PPI) regarding the solicitation shall be submitted in writing via electronic mail to Contract Specialists, Mr. Joseph Martinez at joseph.a.martinez@eu.navy.mil and Mr. Erik Tornngren, at erik.tornngren@eu.navy.mil. Pre-Proposal Inquiries shall reference the technical or contractual requirement, including paragraph number. Verbal queries will not be entertained. Responses to the Pre-Proposal Inquiries will be provided as an attachment to an amendment and will be posted on the European Navy Electronic Commerce Online (EuroNECO) website at <https://euro.neco.navy.mil>. The Government may not respond to Pre-Proposal Inquiries submitted less than 10 days before the proposal receipt due date. The Pre-Proposal Inquiry (PPI) Template is provided as Attachment 3.

1.8 AMENDMENTS

Amendments will be posted to the EuroNECO website <https://euro.neco.navy.mil>. All documents published in EuroNECO will be transmitted to the Navy Electronic Commerce Online (NECO) website at <https://www.neco.navy.mil> and the Federal business Opportunities website at www.fbo.gov. It is highly

recommended that firms register on EuroNECO as plan holders. It is the offeror's responsibility to check the EuroNECO website periodically for any amendments to the solicitation.

1.9 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION

FAR §9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract or ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation. The following information shall be submitted:

- a. Company financial statements (balance sheets and income statements) for the past two years.
- b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures, discuss the financial responsibilities among companies and provide the same information for each partner.

1.10 PERFORMANCE GUARANTEE

The Contractor shall provide a performance guarantee for the duration of any and all active task orders greater than \$30,000 or as required by the Contracting Officer.

SAMPLE OF PERFORMANCE GUARANTEE ISSUED BY A BANK

If the Contractor chooses a bank letter of guarantee or other approved deposit, then the amount shall be no less than 10%. This sample meets the material requirements of clause NFAS 5252.228-9306, "Performance Guarantee." The Government will accept as valid a Performance Guarantee conforming to these requirements.

BANK LETTERHEAD

To: United States of America
U.S. Department of Navy
Naval Facilities Engineering Command, Europe Africa Southwest Asia
Viale Porto, Box 51
Aeroporto Capodichino
80144, Napoli, Italia

Attention: Contracting Officer
Date _____
Bank Letter of Performance Guarantee No. _____

This is a letter of performance guarantee. I/We, the undersigned, acting as the duly authorized representative(s) of the Bank, declare that the Bank hereby guarantees and is jointly and severally liable as guarantor with the Contractor named below to effect payment to the Contracting Office that issued the contract stated below, by check made payable to the "United States of America by the U.S. Department of the Navy, Naval Facilities Engineering Command Europe Africa Southwest Asia," within five (5) calendar days after receipt of a simple written request by registered mail, return receipt, in amount up to sum of (Amount equal to ten (10%) percent of the contract amount in the currency stated in the contract), which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory completion and timely performance of the work under Contract No. (insert contract number) for (insert description of services and location), in strict compliance with the terms, conditions and specifications of said contract entered into between the United States of America by the U.S. Department of Navy, Naval Facilities Engineering Command Europe Africa Southwest Asia and the Contractor (insert name of Contractor) on (insert contract date), plus legal interest to be calculated from the date of receipt of the registered letter of request by the Contracting Officer to the date of actual payment, without any need for the Contracting Officer to take any legal action or obtain the prior consent of the Contractor, or for any other proof, action or decision by any other authority. The request by the Contracting Officer shall simply inform the Bank that the Contractor failed to comply with the terms and conditions of the contract, or did not fulfill his undertaking in whole or in part.

I/We agree and consent that said contract may be modified by change order or supplemental agreement affecting the amount or the period of performance of the contract without prior consent of the Bank and without affecting the validity of this guarantee; provided, however, that the amount of this guarantee shall remain unchanged.

This letter of performance guarantee will continue in effect without change in amount or terms until one year after the work has been finally accepted by the Government through its Contracting Officer's legal representative.

(BANK NAME & ADDRESS)

(CONTRACTOR NAME & ADDRESS)

Signed by: _____

Signed by: _____

(Typed name)

(Typed name)

(Title)

(Title)

(This Performance Guarantee shall be accompanied by a notarized document authenticating the bank agent's authority to sign the letter of performance guarantee for the bank company.)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent

Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions

if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. 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 cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

EVALUATION FACTORS FOR AWARD
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PART I. GENERAL

1.1 INTENT TO AWARD WITHOUT DISCUSSIONS / COMPETITIVE RANGE

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.

1.2 ENFORCEABILITY OF THE PROPOSAL

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed will be utilized for the duration of the contract and any substitutions will be equal or better than as proposed and accepted for contract award and shall require prior Contracting Officer's approval.

2.1 EVALUATION CRITERIA AND BASIS OF AWARD

The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

The contract resulting from this solicitation will be awarded to the responsible offeror whose offers, conforming to the solicitation, are determined to be the most advantageous to the Government considering "Price" and "Non-Price/Technical" evaluation factors. Award will be made to the technically acceptable proposal with the lowest evaluated price. The relative order of importance of the non-price evaluation factors is the technical factors – Factor 1 Technical Solution, Factor 2 Past Performance, and Factor 3 Safety – are of equal importance to each other. When the proposal is evaluated as a whole, the technical factors combined (i.e., the non-price evaluation factors) are approximately equal to Price.

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.

2.2 PRICE EVALUATION FACTOR

(a) Solicitation Submittal Requirements:

1. Cover letter in accordance with FAR 52.215-1(c)(2), including Solicitation Number; name, address, telephone and email address of the Offeror; in case the Offeror is a JOINT VENTURE (JV), the name of the JV MUST BE CLEARLY IDENTIFIED; Name, title, and signature of the person authorized to sign the proposal; DUNS Number and CAGE or NCAGE Code of the Offeror, in case the Offeror is a JOINT VENTURE (JV), provide a DUNS Number for each member of the JV.
2. Completed (Blocks 14 through 20c) , signed and dated Standard Form (SF) 1442, Solicitation, Offer, and Award.
3. Completed ELIN Price Schedule Attachment J-01 in both PDF and Excel Formats. Contractor is required to verify all totals are complete and correct.
4. Acknowledgement of all amendments.
5. Joint Venture (JV) Agreement (if applicable).

For the purposes of this solicitation, a Joint Venture (JV) refers to a U.S.-Styled formal legal entity in the nature of a partnership comprised of two or more persons or companies. Each JV must provide one (1) CAGE/NCAGE code, one (1) DUNS number for the JV and one (1) DUNS number for each member comprising the JV. Each JV must be registered in SAMs using the name of the JV.

Joint Venture Offerors (JV) offerors, shall provide with their proposal a notarized legal document that establishes the JV. The JV Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. Submission of the notarized legal document that establishes the JV shall be furnished with the proposal in its original language version along with a certified English translation of the notarized JV document. **The Joint Venture must be formed and valid at the time of submission of the proposal.** The validated notarized legal document must include language that each member of the JV will be jointly and severably liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV.

Only offers from Prime Contractors and Joint Ventures (JV) will be accepted.

(1) The Joint Venture Agreement shall include, at a minimum, the following:

- (i) Name of firms that form the JV and the name of the JV.
- (ii) Name and title of the corporate officials signing on behalf of each party.
- (iii) Solicitation number.
- (iv) Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of C-2-d.)
- (v) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."
- (vi) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.
- (vii) Statement under oath stating that the Joint Venture(JV) is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement must be signed under oath by all members comprising the Joint Venture.

6. The Government intends to pay invoices in accordance with the clause for Wide Area Work Flow. To do this, your firm must have a U.S. bank or a U.S. bank affiliate associated with your local bank. With your proposal, identify the name of your U.S. bank or affiliate for purposes of paying invoices.
7. Submit evidence of availability of working/operating capital from an independent financial institution, which will be used for the performance of the resultant contract.

(b) **Basis of Evaluation:** All submittals for this price factor are required, if one of these is not submitted, the offeror will be found unresponsive and are ineligible for award. The Government will evaluate price based on the total price. Total price consists of the basic requirement and all options. 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 RFP.
- (ii) Comparison of proposed prices with the Government Estimate.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

2.3 NON-PRICE EVALUATION FACTORS:

The following Non-Price Evaluation Factors shall be used to evaluate the non-price proposals:

Factors 1, 2, and 3 are considered to be of equal importance.

Factor 1: Technical Solution

Factor 2: Past Performance

Factor 3: Safety

Factor 1, TECHNICAL SOLUTION:

(a) Solicitation Submittal Requirements:

Contractor to submit summaries demonstrating the following performance capabilities:

1. ELIN 768 (A/B/C/D/E) - Provide specific equipment (make/model/year) to be mobilized and supply location from which the labor, material, and equipment will be dispatched to meet the requirements of ELIN 768.
2. ELIN 851 (A/B/C/D/E) -a. Provide the system program (i.e. telephone call-in program) you will put in place to guarantee emergency roof repairs will be addressed within four hours of Government notification, b. What temporary protection system to prevent facility damages will be utilized and c. How long will it take contractor to provide their cost proposal if the ELIN threshold is exceeded?
3. ELIN 901 (A/B/C/D/E) - Provide a summary plan detailing all requirements necessary PRIOR to start of work on ELIN 901.
4. Provide documentation of an active recycling program in accordance with Spanish law.

Submissions for each of the 4 items above shall be limited to no more than one (1) single sided, single spaced page (8.5" x 11"), with 12 point font. Information submitted beyond the stated limitations will not be considered.

(b) Basis of Evaluation:

All submittals for this factor are required, if one of these are not addressed, the factor will be found unacceptable. The Offeror's proposal will be evaluated as Acceptable if all of the following criteria are satisfied:

1. ELIN 768 (A/B/C/D/E) – 1. Contractor shall describe the equipment: and material to be used (make, model, and year) to accomplish the emergency repairs to asphalt potholes and demonstrate material compliance with Contract specifications. Contractor shall demonstrate equipment used meets manufacturer's maintenance requirements. Contractor provides an Activity Hazards Analysis for the repairs that meet Contract Safety Specifications. Contractor shall demonstrate how to meet four hour response time from notification by providing internal notification procedures and local sourcing for Contractor mobilization.
2. ELIN 851 (A/B/C/D/E) - Contractor shall demonstrate compliance with Contract Safety Requirements to include a preliminary fall protection plan and associate activity hazards analysis in order to accomplish the roof repair. Contractor shall demonstrate how to meet four hour response time from notification by providing internal notification procedures and local sourcing for Contractor mobilization.
3. ELIN 901 (A/B/C/D/E) - Contractor shall demonstrate compliance with Contract Safety Requirements to include a preliminary fall protection plan and associate activity hazards analysis in order to accomplish the exterior painting. Contractor to provide European materials that are equivalent to the Division 4 INTERIOR CONCRETE MASONRY UNITS AND CEMENTITIOUS PAINT Table found in the specification 09 90 00. Provide a technical description and how equivalency was determined.
4. The Contractor shall demonstrate their recycling program in compliance with Spanish NTE for reuse of asphalt, concrete, and metal materials.

Factor 2 PAST PERFORMANCE:

(a) Solicitation Submittal Requirements:

Submit Past Performance Information for a minimum of three (3) to a maximum of six (6) examples of recent (completed within the last five (5) years of the issuance of this solicitation) and relevant projects similar in size, scope, and complexity. For the purpose of this solicitation, a relevant project is defined as any project similar in size (projects over \$100,000), scope (painting, paving, & roofing projects as defined in the statement of work) and complexity. At least one project shall be submitted for each discipline (painting, paving, & roofing). A project may have a combination of any of the 3 disciplines. These projects are to have been performed by the offeror as a prime contractor, joint venture/team/partner member, or as a subcontractor. The Government will not consider any project submitted if it was performed by a firm other than the offeror without a supporting joint venture agreement, partnership agreement, teaming agreement, letter of commitment, or explanation of meaningful involvement. If more than six (6) projects are submitted, only the first six will be reviewed in the evaluation.

If a completed CCASS/ACASS/CPARS evaluation is available, it shall be submitted with the proposal. If there is not a completed CCASS/ACASS/CPARS evaluation, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

If a CCASS/ACASS/CPARS evaluation is not available, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment 2), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. Offerors shall not incorporate by reference into their proposal PPQs or

CCASS/ACASS/CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other 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, subcontractors, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), 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.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted. Offerors may also address any adverse past performance issues. Explanations shall not exceed two single-sided pages in total with 11-point font. If more than two pages are submitted, only the first two pages will be evaluated.

(b) 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 or better performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recent tasks performed that are identical to, similar to, or related to the task at hand.

To be considered Acceptable, at least three (3) relevant projects similar in size, scope and complexity to this requirement completed during the past 5 years as of the issuance of this solicitation must have past performance ratings of "Satisfactory" or higher. Ratings of "Marginal" or lower will be considered "Unacceptable." All three disciplines or any combination of the three disciplines (painting, paving, and roofing) shall be represented in these projects.

Offerors lacking relevant past performance history 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 three (3) relevant projects may lead to the offer being eliminated from competition for failing to submit a complete proposal.

Factor 3 SAFETY

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following shall address each contractor who is part of the partnership or joint venture; only one safety narrative is required.)

(i) Technical Approach for Safety:

- ... Provide the number of recordable incidents for the last five years on all contracts calculated by your insurance carrier. For a joint venture provide data for each of the joint venture firms. Recordable incidents are any work related injury or illness that results in a death, or days away from work, or restricted work activity, or transfer to another job, or medical treatment beyond first aid, or loss of consciousness, or a significant injury or illness diagnosed by a physician or other licensed health care professional, and
- ... Provide a three (3) single-side page summary of the anticipated safety plan, specific to this project, following the requirements in the EM 385-1-1 Army Corps of Engineers Safety Manual Appendix A. Also provide a one (1) single-side page AHA for EACH of the three areas of paving, roofing, and painting in accordance with Section I Program Management paragraph 01.A.13 Figure 1-2 of the EM 385-1-1. Identify and provide the qualifications of your proposed Safety Manager. The Safety Manager shall have a Master's Degree in Safety as per "Ley de Prevencion de Riesgos Laborales" with five years experience on similar (painting, roofing, paving) construction sites.
- ... Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. This Safety Narrative shall be limited to two pages. If more than two pages are submitted, only the first two pages will be evaluated.

(ii) Basis of Evaluation: The offeror's proposal will be evaluated as Acceptable if the following criteria are satisfied:

- Contractor's demonstration of a record of low recordable incidents for the past five years, anticipated safety plan and AHA for paving, roofing, and painting meet requirements of EM385-1-1 and proposed Safety Manager meets the minimum requirements specified in the RFP. Lack of any required safety submittals required above will result in a rating of Unacceptable and the offeror will be determined to be ineligible for award.

-The Government determines that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, and innovative safety methods that the Offeror plans to implement/enhance safety. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror.

The evaluation will collectively consider the following:

- Offeror Technical Approach to Safety
- Other sources of information available to the Government

SOLICITATION ATTACHMENTS

ATTACHMENT 1

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)
<p>1. Contractor Information</p> <p>Firm Name: _____ CAGE Code: _____ Address: _____ DUNs Number: _____ Phone Number: _____ Email Address: _____ Point of Contact: _____ Contact Phone Number: _____</p>
<p>2. Work Performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain)</p> <p>Percent of project work performed: _____ If subcontractor, who was the prime (Name/Phone #): _____</p>
<p>3. Contract Information</p> <p>Contract Number: _____ Delivery/Task Order Number (if applicable): _____ Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): _____ Contract Title: _____ Contract Location: _____ Award Date (mm/dd/yy): _____ Contract Completion Date (mm/dd/yy): _____ Actual Completion Date (mm/dd/yy): _____ Explain Differences: _____ Original Contract Price (Award Amount): _____ Final Contract Price (to include all modifications, if applicable): _____ Explain Differences: _____</p>
<p>4. Project Description:</p> <p>Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? <i>(Please provide details such as similar equipment, requirements, conditions, etc.)</i></p>
CLIENT INFORMATION (Client to complete Blocks 5-8)
<p>5. Client Information</p> <p>Name: _____ Title: _____ Phone Number: _____ Email Address: _____</p>
<p>6. Describe the client's role in the project:</p>
<p>7. Date Questionnaire was completed (mm/dd/yy):</p>
<p>8. Client's Signature:</p>

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed	E VG S M U N

price(s)?	
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Contractor Information (Firm Name): _____
 Client Information (Name): _____

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor’s timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor’s accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes			No		
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

ATTACHMENT 2

Offerors who determine that the technical and or contractual requirements of this Request for Proposal (RFP) require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing. The pre-proposal inquiry format will be provided as an attachment to the solicitation in EuroNECO. Inquiries shall be submitted via e-mail to erik.torngren@eu.navy.mil. Pre-Proposal Inquiries (PPIs) will be accepted up to 10 days prior to the due date of the proposals. Responses will be published via amendment to the solicitation. Confirmation of email receipt will be sent to each PPI.

PRE-PROPOSAL INQUIRY	
RFP: N33191-15-R-0823	PPI No. _____
SOLICITATION: Rota Painting, Paving, Roofing IDIQ Contract	
NOTE: <u>ALL</u> PRE-PROPOSAL INQUIRIES SHALL BE SUBMITTED BY E-MAIL, ON THIS FORM TO THE FOLLOWING E-MAIL ADDRESSES.	
<i>PCO E-mail: joseph.a.martinez@eu.navy.mil and erik.torngren@eu.navy.mil</i>	
DATE OF PROPOSAL INQUIRY:	
FROM: FIRM:	POC:
ADDRESS:	
PHONE NO.:	FAX NO.:
E-MAIL ADDRESS:	
PROPOSAL INQUIRY: (Please type or print clearly)	
(Include RFP Section, page number, and paragraph if applicable)	
GOVERNMENT RESPONSE:	
RESPONDER'S SIGNATURE/DATE: _____	

ATTACHMENT 3

WARNING

Country clearance requests that are not in compliance with attached procedures will not be processed.

Country clearance requests that are submitted with incomplete documents will not be processed.

Country clearance requests that do not meet the required lead-time will not be processed.

Country clearance requests will not be processed, if they are not coordinated through a POC at the installation being visited.

The certificate of insurance must remain a one-page document.

Country Clearance Requirements for Employees and other Civilian Personnel

1. Insurance Requirements:

(1) All contractors and other personnel not covered under the SOFA Agreement that are travelling to Spain to conduct official business with U.S. forces must have civil liability insurance as specified under Annex 6 of the Agreement of Defense Cooperation between the United States of America and the Kingdom of Spain (ADC), before they can obtain country clearance(s) for their employees, regardless of whether their employees will be designated contractor employees, “tech reps,” or employees of non-Spanish and non-commercial organizations. This insurance must be issued by a company authorized to conduct this type of business in Spain and may not contain any deductible or similar limitation. The minimum required coverage of said insurance is as follows:

Type of Insurance

Personnel Liability (Per Injured Party)	90,151.82 Euros
Property Damage (Per Occurrence)	60,101.21 Euros
Security Deposit (Judiciary Bond to cover court expenses)	6,010.12 Euros
Maximum Total (Per Occurrence)	601,012.10 Euros

(2) A copy of the certificate of insurance proving that this insurance has been obtained will be included in all requests for country clearance. Instructions on how to obtain this certificate is provided in paragraphs b and c. Please use the certificate format provided in this package. The contents of the certificate may not be altered unless previously authorized by ODC.

2. Procedures:

a. Third Country Nationals (Lead time for processing is 21 duty days.):

(1) All third country nationals traveling to Spain under DoD sponsorship require country clearance from ODC Spain, including crew members on board U.S. military and DoD chartered aircraft as well as embarked foreign nationals on U.S. ships. Contractors of third country nationality must adhere to procedures set forth in paragraph 2.b below and are not eligible for “designation.” Third country nationals employed by DoD that are traveling to **NS Rota or Moron AB** must complete a Country Clearance Request form. The request will be e-mailed to the point of contact at the unit being visited, who in turn will endorse the visit and forward the document to ODC/CL (Clearance Section) for processing through Spanish authorities. Third country nationals traveling to any other location in Spain on DoD official business should have their DoD contract administrator e-mail the Country Clearance Request directly to ODC for processing. The ODC/CL e-mail address is: clearance@odcspain.org. Contractors of third country nationality will abide by the procedures listed in paragraph b or c below.

(2) Third country nationals cannot use on-base U.S. billeting facilities. They must billet off-base per the Spanish Government requirement.

b. Contractor Personnel who are assigned or require access into Spain for less than 90 days within a 180 day period (Lead time for processing is 15 duty days):

(1) This applies to contractor employees (referred to as “tech reps”) who are in Spain for less than 90 days out of a 180 day period, whether consecutive or cumulative, in the execution of a contract with the U.S. forces. This also applies to other non-Spanish personnel requiring access into Spain to conduct

official business with U.S. forces who do not fall under the Status of Forces Agreement. These employees do not have to obtain "DESIGNATION" from the U.S./Spanish Permanent Committee. However, they must request country clearance prior to entry into Spain. Contractors visiting NS Rota or Moron AB in support of a DoD contract must obtain a Certificate of Civil Liability Insurance issued in Spain. To obtain the certificate, contractors must contact their insurance provider and instruct them to contact their affiliate in Spain, who in turn will issue the certificate and forward it to the contractor, who will obtain corporate signature. The signed certificate must be e-mailed along with a completed Country Clearance Request form, the Employee Certification (all forms are included at the end of this package), and a statement from the DoD contract administrator validating the visit to the point of contact at the unit being visited, who in turn will endorse the visit and forward the documents to ODC/CL (Clearance Section) for processing through Spanish authorities. Contractors visiting any other location in Spain in support of a DoD contract must follow instructions identified above. However, the Certificate of Civil Liability Insurance, the Country Clearance Request form, the Employee Certification, and the statement from the DoD contract administrator validating the visit will be e-mailed directly to ODC/CL (Clearance Section) for processing through Spanish authorities. The ODC/CL e-mail address is: clearance@odcspain.org.

(2) Employees who fall under this category cannot use on-base U.S. billeting facilities. They must billet off-base per the Spanish Government requirement.

**c. Contractors or Employees of Non-Profit Organizations (i.e. Red Cross)
Requiring "DESIGNATION" (Lead time for processing initial designations is 60 days):**

(1) A certificate of designation is granted by the Government of Spain to these individuals when they are in Spain in the execution of a DoD contract and their stay will exceed 90 days (consecutive or cumulative) out of a 180-day period. To obtain designation ODC/SJA (Staff Judge Advocate) Spain must receive a Certificate of Civil Liability Insurance issued in Spain. To obtain the certificate contractors must contact their insurance provider and instruct them to contact their affiliate in Spain, who in turn will issue the certificate and forward it to the contractor, who will obtain corporate signature. Once the certificate is completed, it must be faxed/e-mailed along with a completed Country Clearance Request, the Employee Certification (all forms are included at the end of this package) and a statement from the DoD contract administrator validating the visit to the point of contact at the unit being visited, who in turn will endorse the visit and forward the documents to ODC/SJA for processing through Spanish authorities. All designation renewals for NS Rota will be processed through the Human Resources Office with a 75-day lead time. Designation renewals for Moron AB will be processed by ODC/SJA. The ODC/SJA fax number is (34) 91 544-2805 and the e-mail is earranz@odcspain.org.

(2) These employees cannot use on-base U.S. billeting facilities at any Spanish installation. They must billet off-base per the Spanish Government requirement.

INSURANCE COMPANIES

The following list is for information purposes only. A contractor can use any insurance company to obtain a certificate of insurance as long as the minimum requirements detailed in the certificate format provided in this package are met. The list shows companies that have successfully meet these requirements. The U.S. Forces, ODC Spain, or the U.S. Government does not assume any responsibility for the professional ability or integrity of persons or firms whose names appear in the following list. The list is made available as a service to potential U.S. Forces' contractor companies or others wishing to have information regarding U.S. and Spanish insurance companies that offer liability insurance in the amounts required under Annex 6, Article 5 of the 1989 U.S.-Spain Agreement of Defense Cooperation. The names are listed alphabetically, and the order in which they appear has no other significance.

ACE American Insurance Company

525 West Monroe Street
Chicago, IL 60661
TEL: 1-800-204-0518
American Company

ACE Europe

ACE Insurance S.A. NV

Francisco Gervas 13
28020 Madrid Spain
TEL: 91-556-3600 FAX: 91-555-9568
Avda Clagonal 474
08006 Barcelona Spain
TEL: 93-416-1757 FAX: 93-416-1242
www.acelimited.com
Belgian Company
Registro Mercantil de Madrid number 6086 book 7095 section 3 vol 1 page 72224

AIG Europe S.A.

Orense 68
Madrid Spain
Registro Mercantil de Madrid Book General 8026 Section 3a Tomo 9230 Page 173 y176

Allianz Compania de Seguros y Reaseguros, S.A.

Paseo de la Castellana 39

28046 Madrid, Spain

TEL: 90-223-2629 FAX: 90-253-3639

Spanish Company

Registro Mercantil de Madrid, hoja M-6259 folio 1 tomo 3755

N.I. F. A-2A807346 **American International Group Company**

P. B. Brokerage Agency, Inc

15 Union Avenue

Rutherford, New Jersey 07070

American Company

Aon Gil y Carvajal, S.A.

Correduria de Seguros

Meila Lequetica 8

28004 Madrid, Spain

TE: 34-91-309-9309 FAX: 34-91-447-5177

Spanish Company

Registro Mercantil de Madrid, hoja 7040 folio122 tomo 1577

N.I.F. A-28 109247

Chubb Insurance

Paseo de la Castellana 41, 6

28046 Madrid, Spain

TEL: 91-308-3468

American/Spanish Company

Registro Mercantil de Madrid, no 7008 book 95 section 3 volume 8080 page 78057

C.I. F. A-0021155G

Great Northern Insurance Company (a subsidiary of Chubb Insurance)

15 Mountain View Road

Warren, New Jersey 07059

American Company

La Compania de Seguros BANCO VITALICIO de ESPANA

Anonima de Seguros y Reaseguros

Paseo de Gracia 11

08007 Barcelona, Spain

Sucursal Cadiz

Avda de Andalucia 10

11008 Cadiz, Spain

TEL: 95-627-1827 FAX: 95-627-1762

Spanish Company

Registro Mercantil de Barcelona, hoja 3696 folio 92 tomo 3954

**La Compania de Seguros CATALANA OCCIDENTE, S.A.
De Seguros y Reaseguros**

Av. Alcalde Barnils

S/n 08190

Sant Cugat del Valles (Barcelona)

TEL: 93-582-0500

Spanish Company

Registro Mercantil de Barcelona, hoja B-16851 folio 1 tomo 21123

N.I.F. A-08 168 064

La Compania de Seguros GOTHAR VERSICHERUNGSBANK VvaG

Calle Francisco de Rojas 12

28010 Madrid, Spain

TEL: 593 90 25

German Company

Registro Mercantil de Madrid hoja 85835-1 folio 199 tomo 9056

N.I. F. G-0041398-1

**La Compania de Seguros PLUS ULTRA
Compania Anonima de Seguros y Reaseguros**

Plaza de las Cortes 8

Madrid, Spain

TEL: 91-589-9292

Spanish Company

Registro Mercantil de Madrid, hoja M-12,667 folio 1 tomo 586

**Reliance National Insurance Company (Europe) Limited
Sucursal en Espana**

Plaza de la Castellana 21, 1 IZDA

28046 Madrid, Spain

TEL: 91-308-0501 FAX: 91-308-5904

Registro Mercantil de Madrid, hoja M-156258 folio 33 tomo 9725

C.I. F. A-48168074

Sabadell Aseguradora
Compania de Seguros y Reaseguros, S./A.
Gran Via 71 8 IZDA
Madrid, Spain
Avda Francesca Macia 54
Spanish Company
Registro Mercantil de Barcelona folio 110 tomo 23395

Security Insurance Company of Hartford
2959 Monterey-Salinas Highway
Monterey CA 93940
TEL: 831-649-5522
American Company

AUTHORITY: 10 U.S.C. 8012; Title 5, U.S.C. Chap 57, subchapter 1 and EO 9397

PRINCIPAL PURPOSES: Used to request access and/or designation. SSAN is used to make positive identification of military and civilian personnel.

ROUTINE USES: Becomes record copy of request for access and/or designation, procures approval for request, as applicable. Depending on type of request, may or may not become a permanent record.

DISCLOSURE IS VOLUNTARY: However, without this information and SSAN ODC Spain cannot act on a request for access and/or designation.

Certificate of Insurance

CERTIFICATE OF INSURANCE COVERAGE OF THE CIVIL LIABILITY REFERRED TO UNDER ARTICLE 5 OF ANNEX 6 TO THE AGREEMENT BETWEEN THE KINGDOM OF SPAIN AND THE UNITED STATES OF AMERICA ON COOPERATION FOR THE DEFENSE, SIGNED THE 1ST OF DECEMBER 1988.

The insurance Company _____ with legal domicile in _____

Tel: _____
of _____ Spanish/US nationality, registered in the Mercantile Registry of _____

Date: _____, Number _____, Book: _____, Section _____, Volume _____, Page _____.

CERTIFIES

That **(insert contractor company name)** of _____ nationality has contracted with this company Policy Number _____ of civil liability against damages to persons or property which could arise from actions or omissions committed by any of their employees in the performance of their official functions/professional activities in Spain because of the contracts signed with U.S.Forces, and during the visit which, in respect of such contract, they may make to Spain, according to the general conditions in force for this type of insurance and also to the special conditions created for this purpose in the Spanish-U.S. Permanent Committee; that said company has paid the premium according to the agreed conditions; and that such Policy is in force.

The Policy establishes as coverage of the mentioned risks the following amounts:

INDEMNITY LIMITS:

- For casualty: -----601,012.10 Euros

With the following sub-limits for each injured person:

- For personal liability:-----90,151.82 Euros

- For property damage:----- 60,101.21 Euros

- For Judiciary Bond:----- 6,010.12 Euros

The granted coverage is effective from _____ through _____, and does not include any type of franchise, or similar limitation, to be deducted from the mentioned guarantees or any clause which requires the submission to any type of arbitration. The underwriting insurance company considers that the established amounts adequately cover the insured risks.

The policy sets forth the following clauses:

1. "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under this Policy."

2. "The parties hereto explicitly agree to submit to the jurisdiction of the Spanish Courts of Law and to the Spanish Laws to settle any matter related to the construction or enforcement of the clauses and conditions of this Policy."

IN WITNESS WHEREOF, the present document is signed in _____,
on the _____ of _____ 2.0 _____

For the Insured Company (*signature*)

For the Insurance (*signature*)

**(Courtesy Translation)
Certificado de Cobertura de Seguro**

CERTIFICADO DE COBERTURA DE SEGURO DE LA RESPONSABILIDAD CIVIL A QUE SE REFIERE EL ARTICULO 5 DEL ANEXO 6 AL CONVENIO ENTRE EL REINO DE ESPAÑA Y LOS ESTADOS UNIDOS DE AMERICA SOBRE COOPERACION PARA LA DEFENSA, FIRMADO EL DIA 1 DE DICIEMBRE DE 1988.

La Compañía de Seguros _____ con domicilio social en la Calle/Avda./Pla. _____, Tlfo.: _____, de nacionalidad española/norteamericana, inscrita en el Registro Mercantil de _____, fecha _____, Número _____, Libro _____, Sección _____, Tomo _____, Folio _____.

CERTIFICA:

Que (nombre de la empresa) _____, de nacionalidad _____, tiene suscrita con esta Compañía la Póliza número _____, de responsabilidad civil contra daños a personas y cosas que pudieran derivarse de acciones u omisiones realizadas por sus empleados en el desempeño de sus funciones oficiales/actividades profesionales en España con ocasión de su contrato con las Fuerzas de los EE.UU. y con la visita que en relación con dicho contrato realicen sus empleados a España, según las condiciones generales vigentes para este tipo de seguros y además las condiciones especiales elaboradas a este fin en el Comité Permanente Hispano-Norteamericano; habiéndose satisfecho la prima según las condiciones pactadas, y encontrándose dicha Póliza en vigor.

La Póliza establece como cobertura de los riesgos mencionados las siguientes cuantías:

LIMITES DE INDEMNIZACION:

- Por siniestro: ----- 601.012,10 Euros

Con los siguientes sublímites por perjudicado:

- Por daños personales:----- 90.151,82 Euros

- Por daños materiales: ----- 60.101,21 Euros

- Por fianzas judiciales:- _----- 6.010,12 Euros

Las coberturas otorgadas son efectivas desde el _____, hasta el _____, no incluyéndose en las mismas ningún tipo de franquicia o limitación similar a deducir de las garantías indicadas ni ninguna disposición que requiera la sumisión a cualquier tipo de arbitraje. La Compañía aseguradora que suscribe considera que las cuantías establecidas cubren adecuadamente los riesgos asegurados.

La Póliza establece las siguientes cláusulas:

1. “La Compañía Aseguradora renuncia a cualquier derecho de subrogación contra los Estados Unidos de América que pueda provenir por razones diferentes a pago, bajo la Póliza epígrafiada.”
2. “Las partes se someten expresamente a la jurisdicción de los tribunales españoles y al derecho español para resolver cualquier cuestión relativa a la interpretación o aplicación de las cláusulas y condiciones de la Póliza.”

Y para que conste a los efectos oportunos, se firma el presente en _____ a _____ de _____ 2.0__.

Tomador: Asegurador:
Employee Certification

Date:

To Whom It May Concern:

This is to certify that the individuals listed below are employees of (insert name of company) and are covered for civil liability purposes under Policy Number (insert policy number) taken out with (insert name of insurance company) , copy of which is attached.

Said employees will be in Spain:

- In the performance of contract number (insert contract number) .
 - To conduct a site survey for the awarding of a contract.
 - Other (please specify): _____
- _____

Name **Nationality** **Passport Number**

Signed: (insert corporate signature and title)

ATTACHMENT 4

ATTACHMENT J-01 IDIQ ELINS SCHEDULE

SEE EXTERNAL ATTACHMENT.

Section 00600 - Representations & Certifications

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of Provision)

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

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

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

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the

offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

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52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JULY 2013)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.
- (2) The small business size standard is \$36.5M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- () Paragraph (d) applies.
- () Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-- REPRESENTATION (DEC 2014)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. By submission of its offer, the offeror represents that--

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

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 (), have not (), 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)

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal 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 () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-4	Patent Indemnity--Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-11	Pledges Of Assets	JAN 2012
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013

52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.216-7003	Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government	MAR 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7004	Compliance With Spanish Social Security Laws and Regulations	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7041	Correspondence in English	JUN 1997
252.227-7033	Rights in Shop Drawings	APR 1966
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.242-7004	Material Management And Accounting System	MAY 2011
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5252.236-9301	Special Working Conditions and Entry to Work Area	OCT 2004

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JULY 2013)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The

DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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 15 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 [to be determined in each task order]. The time stated for completion shall include final cleanup of the premises.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **15** 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 **[to be determined in each task order]** . The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **[to be determined in each task order as applicable]**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

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 **[to be determined in each task order]** 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)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the award date** through **through the effective term of the contract**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of **\$1,000,000** ; or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery period of the final task order placed in an ordering period.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

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

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes," include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) (1) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States, except as provided in subparagraph (c)(2) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

(i) Included in the contract price; nor

(ii) Reimbursed.

(d) (1) Except as provided in subparagraph (d)(2) of this clause, the contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(2) The contract price may not be increased to offset taxes imposed under 26 U.S.C. 5000C

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of clause)

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:

NAVFAC EUROPE AFRICA SOUTHWEST ASIA
PSC 817 BOX 51
FPO AE 09622-0051
ATTN: Contracting Officer
Email: laura.haverlock@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)

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-4 PHYSICAL DATA (APR 1984) **[To be completed with each task order as applicable]**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions (insert a summary of weather records and warnings).

(c) Transportation facilities (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) (insert other pertinent information).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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):

www.farsite.hill.af.mil
www.acquisition.gov/far/

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.farsite.hill.af.mil
www.acquisition.gov/far/

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from award date through the effective term of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is--
- (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Naval Criminal Investigative Service (NCIS), Code 21; telephone DSN 288-9077 or commercial (202) 433-9077.
- (End of clause)

252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS--BASIC (NOV 2014)

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

Caribbean Basin country construction material means a construction material that---

- (i) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item--

- (i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

- (ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

Component means any article, material, or supply incorporated directly into construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means--

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(B) The construction material is a COTS item.

Free Trade Agreement country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

Least developed country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

None.

(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: (Offeror Insert) RATE (PERCENTAGE): (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)

252.229-7004 STATUS OF CONTRACTOR AS A DIRECTOR CONTRACT (SPAIN) (JUN 1997)

(a) "Direct Contractor," as used in this clause, means an individual, company, or entity with whom an agency of the United States Department of Defense has executed a written agreement that allows duty-free import of equipment, materials, and supplies into Spain for the construction, development, maintenance, and operation of Spanish-American installations and facilities.

(b) The Contractor is hereby designated as a Direct Contractor under the provisions of Complementary Agreement 5, articles 11, 14, 15, 17, and 18 of the Agreement on Friendship, Defense and Cooperation between the United States Government and the Kingdom of Spain, dated July 2, 1982. The Agreement relates to contacts to be performed in whole or part in Spain, the provisions of which are hereby incorporated into and made a part of this contract by reference.

(c) The Contractor shall apply to the appropriate Spanish authorities for approval of status as a Direct Contractor in order to complete duty-free import of non-Spanish equipment, materials, and supplies represented as necessary for contract performance by the Contracting Officer. Orders for equipment, materials, and supplies placed prior to official notification of such approval shall be at the Contractor's own risk. The Contractor must submit its documentation in sufficient time to permit processing by the appropriate United States and Spanish Government agencies prior to the arrival of the equipment, material, or supplies in Spain. Seasonal variations in processing times are common, and the Contractor should program its projects accordingly. Any delay or expense arising directly or indirectly from this process shall not excuse untimely performance (except as expressly allowed in other provisions of this contract), constitute a direct or constructive change, or otherwise provide a basis for additional compensation or adjustment of any kind.

(d) To ensure that all duty-free imports are properly accounted for, exported, or disposed of, in accordance with Spanish law, the Contractor shall obtain a written bank letter of guaranty payable to the Treasurer of the United States, or such other authority as may be designated by the Contracting Officer, in the amount set forth in paragraph (g) of this clause, prior to effecting any duty-free imports for the performance of this contract.

(e) If the Contractor fails to obtain the required guaranty, the Contractor agrees that the Contracting Officer may withhold a portion of the contract payments in order to establish a fund in the amount set forth in paragraph (g) of

this clause. The fund shall be used for the payment of import taxes in the event that the Contractor fails to properly account for, export, or dispose of equipment, materials, or supplies imported on a duty-free basis.

(f) The amount of the bank letter of guaranty or size of the fund required under paragraph (d) or (e) of this clause normally shall be 5 percent of the contract value. However, if the Contractor demonstrates to the Contracting Officer's satisfaction that the amount retained by the United States Government or guaranteed by the bank is excessive, the amount shall be reduced to an amount commensurate with contingent import tax and duty-free liability. This bank guaranty or fund shall not be released to the Contractor until the Spanish General Directorate of Customs verifies the accounting, export, or disposition of the equipment, material, or supplies imported on a duty-free basis.

(g) The amount required under paragraph (d), (e), or (f) of this clause is [To be completed with each task order as applicable]

(h) The Contractor agrees to insert the provisions of this clause, including this paragraph (h), in all subcontracts.

(End of clause)

252.229-7005 TAX EXEMPTIONS (SPAIN) (MAR 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the incumbent contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the following excise, luxury, and transaction taxes:

- (1) Derechos de Aduana (Customs Duties).
- (2) Impuesto de Compensacion a la Importacion (Compensation Tax on Imports).
- (3) Transmisiones Patrimoniales (Property Transfer Tax).
- (4) Impuesto Sobre el Lujo (Luxury Tax).
- (5) Actos Juridicos Documentados (Legal Official Transactions).
- (6) Impuesto Sobre el Trafico de Empresas (Business Trade Tax).
- (7) Impuestos Especiales de Fabricacion (Special Products Tax).
- (8) Impuesto Sobre el Petroleo y Derivados (Tax on Petroleum and its By-Products).
- (9) Impuesto Sobre el Uso de Telefona (Telephone Tax).
- (10) Impuesto General Sobre la Renta de Sociedades y demas Entidades Juridicas (General Corporation Income Tax).
- (11) Impuesto Industrial (Industrial Tax).
- (12) Impuesto de Rentas Sobre el Capital (Capital Gains Tax).

- (13) Plus Vailia (Increase on Real Property).
 - (14) Contribucion Territorial Urbana (Metropolitan Real Estate Tax).
 - (15) Contribucion Territorial Rustica y Pecuaria (Farmland Real Estate Tax).
 - (16) Impuestos de la Diputacion (County Service Charges).
 - (17) Impuestos Municipal y Tasas Parafiscales (Municipal Tax and Charges).
- (End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) Document type. The Contractor shall use the following document type(s).

Navy Construction/Facilities Management Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection – N33191/ROTA
 Acceptance – N33191/ROTA

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N33191
Admin DoDAAC	N33191/ROTA
Inspect By DoDAAC	N33191/ROTA
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N33191/ROTA
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	N33191/ROTA

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Not Applicable

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

To be determined on a task order basis.

Note 1: For the purposes of this solicitation, Offerors should take into consideration all documents provided for this solicitation on EuroNECO/NECO/FBO and any revisions made by subsequent solicitation amendments.

Note 2: There is no initial project associated with this solicitation. Upon award of the basic IDIQ contract, Task Order 0001 and all other subsequent task orders will be negotiated and awarded with the contract holder.

(End of clause)

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.

5252.211-9301 PHASED CONSTRUCTION SCHEDULE (SEP 1996) [To be completed in each applicable task order]

Within the overall project schedule, commence and complete the work in phases. Complete each phase of the work within the number of calendar days stated in the following schedule.

- a. Schedule start day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.
- b. Completion day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.
- c. Schedule:

Phase	Description	Schedule Start Day	Completion Day
A	[]	[]	[]
B	[]	[]	[]
C	Completion of remaining	[]	[]

[Contracting Officer insert start and completion day for each phase. The completion day of the last phase must be the same number as indicated in FAR 52.211-10, Commencement, Prosecution, and Completion of Work.]

d. If the work of a particular phase is complete and accepted before the scheduled completion day, immediately begin work on the subsequent phase unless otherwise restricted.

5252.216-9316 Undefined Task/Delivery Orders. As prescribed in 16.506-100(k), insert a clause substantially the same as the following:

UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The Contracting Officer may authorize commencement of work prior to final agreement on cost or price. In such case, the contractor shall immediately commence performance of the services specified in the order and shall submit a pricing proposal within 15 days of receipt of the order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that is executed by the contractor and the Contracting Officer. Failure to agree upon the cost or price shall be considered a dispute subject to the Disputes clause of this contract.

(b) Undefined task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefined task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized.

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run * days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

* see individual task order for specific information.

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;

(b) meet in conference with representatives of the Contracting Office to discuss and develop mutual understandings relative to administration of the overall safety program

5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric - Water - Compressed Air

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

a. Lights shall be used only in areas where and at the time when work is actually being performed.

b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.

c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the

contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

5252.236-9310 RECORD DRAWINGS (OCT 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer. (End of clause)

5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

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:

X (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.

X (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.

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 15 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

5252.245-9302 LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.

Section 00800 - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

**SECTION 00800
SPECIAL CONTRACT REQUIREMENTS**

1. Contract Type

This is an IDIQ contract with pre-established fixed unit prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer or his properly authorized representative who will issue written task orders to the Contractor based on these fixed unit prices. Award of task orders will be on a firm fixed price basis.

2. Contract Content

The contract includes the solicitation in its entirety, including all amendments issued during the proposal preparation period, evaluation, and selection, and the successful Offerors' accepted proposals. The contract constitutes and defines the entire agreement between the contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement. Acceptance of the proposal documents in making the contract award shall not be construed as a waiver of any RFP requirements.

Clauses specific to each task order that require fill-in or emphasis are provided with each Task Order RFP. All other terms and conditions identified in the basic contract are in full force by reference in the task order.

3. Term of the Contract

The basic contract period will be 12 months (or earlier as determined by the Contracting Officer after the maximum contract amount of \$25 million is ordered by the Government).

4. Options

The contract contains four (4) 12-month options for a total maximum duration of 60 months or a value of \$25 million, whichever occurs first. The Government has the option to extend the term of the contract in accordance with the FAR 52.217-9, Option to Extend the Term of the Contract. The Government may extend the term of this contract by written notice to the Contractor within the period specified in the Schedule, provided that the Government gives the Contractor a preliminary notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

5. Minimum Guarantee

The only work authorized under this contract is that which is ordered by the Government through issuance of a task order. The Government makes no representation as to the number of task orders or actual amount of work to be ordered during the performance period of the contract. The minimum guarantee for the offeror awarded the contract is \$5,000.

6. Commencement of Work

No work under this contract will commence until such time as the Contracting Officer issues a task order, either in writing or orally. Oral task orders will be confirmed by the issuance of a written task order within five working days.

7. Security Requirements

The Contractor shall be responsible for furnishing each employee, and for requiring that each employee engaged in the project, display such identification as may be approved and directed by the Contracting Officer.

Every employee of the prime contractor, all subcontractor employees, and all material suppliers' employees, who require access to the base for any reason and for any length of time will be required to obtain a base access pass.

Contractor Employee Base Access Pass

The Contractor shall be responsible for furnishing and requiring that each person employed in connection with this contract or any subcontract hereunder, be provided with a valid/current Contractor Employee Base Access Pass. All prescribed identification shall be immediately delivered and/or surrendered to the Contracting Officer for cancellation upon:

- a. Termination or release of any employee;
- b. Termination or completion of contract.

Responsibility for Physical Security

The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description (including property which may be Government furnished or owned) provided and/or utilized in the execution of this contract.

Employment

Should the continued employment of any person in connection with this contract, or any subcontract thereunder, be deemed by the Contracting Officer to be prejudicial to the interests of the Government, that person shall immediately be removed from the work. In this connection the Contractor agrees that:

- a. Cases which may involve disciplinary action against such persons, or the necessity of reassignment or termination of their services, shall be investigated, processed, reported and disposed of, as directed by the Contracting Officer.
- b. Employment contracts of all persons employed in connection with this contract, or any subcontract thereunder shall include clauses containing the substance of this clause.

Compliance with the foregoing provisions of this clause by subcontractors shall be the responsibility of the Contractor.

8. Place of Performance

The place of performance will be designated on each task order.

9. Proposal Preparation Costs

The costs for preparation of task order proposals shall be the responsibility of the Contractor and not directly reimbursable. Each task order awarded will include at a minimum all labor wages, management, supervision, mobilization, material and equipment costs. The Contractor shall furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, design if applicable, and all other associated costs necessary to fulfill the requirements of the task order.

10. Task Order Performance Period

FAR 52.211-10, Commencement, Prosecution and Completion of Work will be incorporated into each task order to identify the construction schedule for the specific project. The Government reserves the right to negotiate a task order's performance period if determined to be in the best interest of the Government.

11. Liquidated Damages

FAR 52.211-12, Liquidated Damages – Construction, will be incorporated into task orders identifying the liquidated damages rate applicable to that task order.

12. Subcontracting Responsibilities

The Contractor shall be responsible for the management and performance of all subcontracts. The Contractor shall ensure task orders are completed within the stated requirements.

13. Supervision

The Contractor shall provide supervision in accordance with FAR 52.236-6, Superintendence by the Contractor, for each task order.

14. Notice of Constructive Changes

No order, statement or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

15. Payments

Designated paying office will be determined at award of individual task orders under this contract. Invoicing procedures will be stated in each task order and percentage of performance payments will be processed through the designated Administrative Contracting Officer. Invoices shall be submitted to the office identified in Block 7 of the DD Form 1155. Ensure both the Contract number and the Task Order number are included on the invoice.

16. Performance Evaluations

At the conclusion of each task order, the Administrative Contract Office will complete a Contractor's performance evaluation and input into CCASS/ACASS. The evaluation will take into account all aspects of the Contractor's performance. Performance evaluations may be completed at any time the Contractor's performance is considered less than satisfactory. Contractors will be provided the performance evaluation through the online CCASS/ACASS system and an opportunity to comment on the evaluation. The performance evaluations may have an impact on the award of future task orders. Each contractor employee accessing CPARS, ACASS, or CCASS will be required to present a valid DoD Public Key Infrastructure (PKI) certificate. For information regarding obtaining PKI certificates visit http://www.cpars.navy.mil/pki_info.htm. A list of approved External Certificate Authority (ECA) vendors is provided.